

**OHIO LAKE ERIE COMMISSION
GRANT AWARD AGREEMENT**

PREAMBLE

This Grant Award Agreement ("Agreement") is entered into by and between the Chair of the Ohio Lake Erie Commission ("OLEC") through its Executive Director, on behalf of the OLEC, and Jerusalem Township, ("Subrecipient"), identified in Exhibit A, which is attached hereto and incorporated by reference as if fully rewritten herein. This Agreement establishes the duties and obligations of OLEC and Subrecipient, with OLEC and Subrecipient together referred to as "the parties."

WHEREAS, Revised Code ("R.C.") 1506.23 creates in the state treasury the Lake Erie Protection Fund ("Protection Fund") which shall consist among other things of moneys awarded to the state from the great lakes protection fund, donations, gifts, bequests, and other moneys, including but not limited to federal, state, public and private grants, received for the purposes of this section. Moneys may be expended from the Protection Fund for the purpose of awarding grants to any agency of the United States, state agency, political subdivision, educational institution, or nonprofit organization for the development and implementation of projects and programs that are designed to address priorities outlined in the Lake Erie Protection and Restoration Strategy,

WHEREAS, OLEC is the recipient of an Ohio Environmental Protection Agency, ("Ohio EPA") subaward, as a pass-through entity, of an United States Environmental Protection Agency, ("U.S. EPA"), GLRI-AOC Facilitating Organization Support Grant – Erie 22, ("Ohio EPA subaward").

WHEREAS, Subrecipient has made application for an award and after review of the application, OLEC has determined that Subrecipient is eligible for an award funded from the Ohio EPA subaward.

WHEREAS, OLEC desires to engage Subrecipient in, and Subrecipient desires to perform, the services provided for in this Agreement, in accordance with the terms and conditions prescribed by OLEC.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I: RELIANCE AND EXPERTISE AND DESIGNEES

- 1.1 **Reliance and Expertise:** OLEC enters into this Agreement in reliance upon Subrecipient's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Subrecipient agrees. warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Subrecipient's performance of

work under this Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications, registrations and the like, necessary to lawfully provide and perform the services. OLEC shall not be required to hire, pay, or provide training or supervision for any assistants to Subrecipient, in order for Subrecipient to perform or enable it to perform the services required under this Agreement. Where applicable, such persons are appropriately medically monitored during the activities undertaken.

- 1.2 **Subrecipient's Designee:** Subrecipient shall coordinate all work with OLEC through Subrecipient's designee, who shall be known as the "Project Representative," who shall have the authority to represent Subrecipient in the performance of its duties and obligations under this Agreement. The initial Project Representative shall be the person named in Exhibit B, which Exhibit is attached hereto and hereby incorporated by reference as if fully rewritten herein. Subrecipient may designate different Project Representatives throughout the term of this Agreement by providing written notification to the OLEC Project Monitor.
- 1.3 **OLEC's Designee:** OLEC shall coordinate all work with Subrecipient through the OLEC Executive Director or the Executive Director's designee, which designee shall be known as the "OLEC Project Monitor," who shall have the authority to evaluate Subrecipient's performance under this Agreement and make the necessary determinations, resolutions, consents, approvals, or denials specified in this Agreement. Given OLEC's responsibilities under state and federal law with respect to the work performed and award moneys administered, OLEC shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Subrecipient shall be resolved by the Executive Director or the OLEC Project Monitor. The initial OLEC Project Monitor shall be the person named in Exhibit B of this Agreement. The Executive Director may designate a different OLEC Project Monitor throughout the term of this Agreement by written notification to the Project Representative.

ARTICLE II: SCOPE OF WORK, INCONSISTENCIES

- 2.1 **Scope of Work:** Subrecipient agrees to perform the work under this Agreement, as specifically set forth herein. By entering into this Agreement, Subrecipient certifies that the information contained in Exhibit A is current, accurate, and complete. In the event of inconsistencies or conflicts between Exhibit A, this Agreement or Exhibit B, Exhibit B shall govern.

ARTICLE III: TIME OF PERFORMANCE, AVAILABILITY OF MONEYS AND BIENNIUM LIMITATIONS

- 3.1 **Time of Performance:** This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement, (“effective date”). Performance of this Agreement shall commence on the effective date and conclude on or before the Project Closure Date identified in Exhibit B, subject to the paragraph 3.3, below.
- 3.2 **Availability of Award Moneys:** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Revised Code including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award moneys are available or encumbered and, when required, such expenditure of award moneys is approved by the Controlling Board of the State of Ohio, or until such time that OLEC provides Subrecipient with written notice that such award moneys have been made available to OLEC by OLEC’s funding source. If OLEC should learn that award moneys are unavailable to meet its obligations set forth herein, OLEC shall use best efforts to promptly notify Subrecipient and this Agreement shall be deemed *void ab initio*.
- 3.3 **Biennium Limitations:** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to OLEC by the General Assembly for this Project. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of moneys payable by OLEC under this Agreement remain unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond such date.

ARTICLE IV: PAYMENTS, EXPENDITURES, INTEREST, UNSPENT AWARD MONEYS

- 4.1 **Award Moneys:** Pursuant to the terms and conditions of this Agreement, OLEC awards to Subrecipient a Grant in an amount not to exceed the amount (“award moneys”) set forth in Exhibit B, which amount shall constitute the sole and exclusive consideration offered or furnished by OLEC for the performance of duties and obligations by Subrecipient.

- 4.2 **Payment:** Payment of the award moneys to Subrecipient shall be as set forth in Exhibit B.
- 4.3 **(Working Capital Advance Payments)** Subject to the approval of the OLEC Project Monitor, an initial request for working capital advance payment may be submitted together with the formal acceptance of this Agreement and shall be limited to the minimum amount needed for the first ninety (90) days of the Project and timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of the Project. Subsequent requests shall be limited to payment for costs incurred and properly invoiced. If, at the time payment request is made, Subrecipient has a cash balance from the initial advance, the payment amount shall be reduced by the amount of the cash balance.
- 4.4 **Program Income:** Program income earned during the term of the Agreement shall be reported on the Semiannual Interim and Final Reports required under this Agreement and shall be deducted from the total costs eligible for reimbursement.
- 4.5 **Interest Accrual:**
- a. Subrecipient may deposit award moneys in interest bearing or non-interest-bearing accounts. Subrecipient shall document any interest accrued on award moneys on the Semiannual Interim and Final Reports required under this Agreement.
 - b. Any interest accrued on award moneys shall be administered pursuant to 2 CFR 200.305, in that Subrecipient shall promptly, but at least annually, remit to OLEC interest earned on advances. Subrecipient may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.
- 4.6 **Unspent Award Moneys:** Upon expiration or termination of this Agreement, the OLEC Project Monitor shall invoice Subrecipient for all unspent award moneys. Within thirty (30) days after the invoice date, Subrecipient shall return all unspent award moneys to OLEC pursuant to an official check, payable to Treasurer of the State of Ohio.
- 4.7 **Proper Payment Request:** As used in this Agreement, a proper payment request shall contain: (a) Subrecipient's name and federal employer identification number (or other identification as appropriate); (b) address to where payment is to be sent; (c) Purchase Order number, which authorizes the purchase of services; (d) description of the services performed and total hours worked; and (e) signature of Subrecipient's Chief Fiscal Officer or equivalent person, certifying that to the best of his/her/they knowledge and belief, the information contained in the payment request is correct, all

expenditures support the work described, and the payment requested is valid, and the work performed consistent and compliant with this Agreement. Upon receipt and approval of a proper payment request by the OLEC Project Monitor, a voucher for payment shall be processed. Pursuant to Ohio Adm.Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. The OLEC Project Monitor shall notify Subrecipient of any defect or impropriety of a payment request.

ARTICLE V: SUSPENSION OR TERMINATION

- 5.1 **Suspension or Termination:** OLEC may, with or without cause, immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part and/or require total or partial refund of any award moneys provided under this Agreement, including interest which may have accrued on such moneys, by providing written notice to Subrecipient. OLEC may, in its discretion, provide Subrecipient a stated period in which to remedy any cause for suspension or termination which is within the control of Subrecipient. As used herein, "cause" includes, but is not limited to a determination by OLEC that there is an unavailability of funds from OLEC's funding source, whether an appropriation or otherwise; failure by Subrecipient to comply with or satisfactorily perform any duty or obligation required by this Agreement; Subrecipient has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to ensure reasonable completion of the Project within the stated Project timelines; Subrecipient has not complied with federal or state laws or regulations; the effective performance of this Agreement is substantially endangered; or any other stated cause.
- 5.2 **Cessation of Activities:** Subrecipient upon receipt of notice of suspension or termination, shall immediately cease work on the suspended or terminated activities, immediately suspend or terminate all subcontracts, if any, relating to the suspended or terminated activities, take all necessary and appropriate steps to limit expenditures, disbursements and minimize costs, and, if requested, within such time stated, furnish a written report, that identifies and details the work performed to that date, accomplishments, evaluations of work activities and such other matters as may be required by OLEC.
- 5.3 **Payment for Services Rendered:** Upon submission of a proper payment request, Subrecipient shall be paid for services rendered up to the date Subrecipient received notice of suspension or termination, less any payments previously made, provided Subrecipient has supported such payments with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by OLEC for which Subrecipient has not rendered services or cannot support such payment with the detailed factual data set forth above, shall

be refunded to OLEC. Subrecipient agrees to waive any right to, and shall make no claim for, additional compensation against, OLEC by reason of such suspension or termination.

- 5.4 **Work Products:** In the event this Agreement is terminated prior to its completion, Subrecipient, upon payment as specified herein, shall deliver to OLEC all work products and documents which have been prepared by Subrecipient while providing services under this Agreement. Unless prohibited by law, such materials shall become the property of OLEC to be used in such manner and for such purpose as OLEC may choose. Subrecipient may retain a copy of the materials as verification of the work performed. This paragraph is not intended to confer upon OLEC the ownership of proprietary instructional materials utilized in connection with training services provided by Subrecipient, or to supersede any rights or interests to any materials based on federal or state law (*e.g.*, R.C. 3345.14 for state colleges and universities).
- 5.5 **Termination of Agreement by Subrecipient:** Subrecipient may terminate this Agreement upon receipt by the OLEC Project Monitor of thirty (30) days prior written signed notice, whereupon termination shall be administered as if commence by OLEC.
- 5.6 **Mutual Termination:** Upon mutual written, signed consent of all parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Subrecipient shall submit a proper payment request which shall be reviewed pursuant to this Agreement.
- 5.7 **Legal and Equitable Remedies:** OLEC reserves the right to seek all other legal and equitable remedies.

ARTICLE VI: PERFORMANCE

- 6.1 **Independent Contractor:** Subrecipient and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Subrecipient and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of OLEC, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.
- 6.2 **Subrecipient Responsibilities:** Subrecipient shall be responsible for the hiring of all its employees and support staff and shall furnish its own materials, tools, equipment, computers internet access, software, phone services, office space, and other such things necessary for satisfactory performance under this Agreement. Subrecipient shall be responsible for all

Subrecipient's business expenses relating to this Agreement, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. As is used in this Agreement, the terms "services" and "work" may be read interchangeably.

- 6.3 **OLEC Communication to Subrecipient:** OLEC may, from time to time, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Subrecipient shall comply with such instructions and fulfill such requests to the OLEC Project Monitor's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Subrecipient.
- 6.4 **Subcontract:** Subrecipient shall be responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement, including any repayment obligation. Unless subcontracting is authorized in Exhibit A, Subrecipient shall not subcontract duties and obligations under this Agreement without the prior written signed consent of the OLEC Program Monitor. Subrecipient shall make all subcontracts subject in all respects to the terms and conditions of this Agreement and the work and activities to be performed by subcontractors shall not exceed or vary from the Project without the prior consent of the OLEC Project Monitor. As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Subrecipient shall not agree to any provision which seeks to bind OLEC to terms inconsistent with, or at variance from, this Agreement.
- 6.5 **Provisions Inure to Benefit of Parties:** All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective agents, successors, and assigns; provided neither party may assign any of its respective duties and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, if any, shall operate to release Subrecipient from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation, or transfer not consented to may, at the sole discretion of OLEC, be deemed void.

ARTICLE VII: LIABILITY

7.1 Liability:

- a. Each party shall be responsible for all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Subrecipient, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- b. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party to this Agreement shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.
- c. Notwithstanding any other term or condition in this Agreement, OLEC's liability to Subrecipient for damages, whether in contract or in tort, shall not exceed the total amount of award moneys earned to date under this Agreement or the amount of direct damages incurred by Subrecipient, whichever is less. Subrecipient's sole and exclusive remedies for OLEC's, an OLEC employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall OLEC, any OLEC employee, or the State be liable to Subrecipient for any indirect or consequential incidental, special or punitive damages, including, but not limited to, loss of profits, even if the State, OLEC, or OLEC employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Subrecipient shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. OLEC is hereby released from all liability for injury received by Subrecipient, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.
- d. If required by this Agreement and communicated to Subrecipient by the OLEC Project Monitor, Subrecipient shall purchase and maintain adequate and appropriate liability insurance.

ARTICLE VIII: RECORDS, AUDITS

- 8.1 **Time Accounting Codes:** If required by the OLEC Project Monitor, Subrecipient shall develop and utilize approved, unique time accounting codes for personnel coding time under this Agreement that shall be separate and distinct from time accounting codes used by personnel for other sources of income or revenues and that identify the award moneys being used to support the coded activity.
- 8.2 **Supporting Records:** Subrecipient shall be responsible for the receipt and the expenditure of award moneys and for maintaining adequate supporting records and documentation for award moneys received and expenditures made, consistent with generally accepted accounting practices. Support records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts and other data as appropriate, shall provide:
- a. An accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,
 - b. Identification of the source and expenditure of award moneys,
 - c. Control and accountability for all award moneys, property and other assets and written assurance that award moneys are used solely for the authorized purpose and are allowable, allocable, and reasonable costs,
 - d. A comparison of actual costs versus budgeted costs,
 - e. Procedures for determining allowable, allocable, and reasonable costs, and
 - f. A systematic method to resolve audit findings and recommendations.
- 8.3 **Record Retention:** In a manner not less stringent than 2 CFR Parts 200 and 1500, Subrecipient shall keep full and complete documentation of all fiscal accounting, and any other record or document required by this Agreement on file for three (3) years after the Project Closure Date. If any litigation, claim, or audit is instituted before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All fiscal accounting and other records or documents required by this Agreement shall be maintained in a manner allowing such documentation to be readily accessed.

8.4 **Access to Records:** During the term of this Agreement and until three (3) years after the Project Closure Date or as extended pursuant to paragraph 8.3 above, Subrecipient shall provide OLEC, the State of Ohio and federal authorities, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine and copy, or if requested, shall submit to OLEC within two (2) weeks following such written request, any books, documents, papers and records of Subrecipient involving transactions or other activities related to this Agreement.

8.5 **Audit:**

- a. Subrecipient shall comply with the audit requirements of 2 CFR 200 Subpart F, and by June 15 of each year inform the OLEC Project Monitor in writing if such audit is required and provide to the OLEC Project Monitor, within the time instructed, all documents or information requested.
- b. Notwithstanding the above paragraph, OLEC and the State of Ohio, or their duly authorized representatives shall have the right to audit Subrecipient's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
- c. Subrecipient shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by the OLEC, and follow up on such findings as directed.

ARTICLE IX: COMMUNICATIONS, PUBLICATIONS AND DATA

9.1 **Communications:** Except as provided elsewhere in this Agreement or as may be authorized or required by the OLEC Project Monitor, all notifications, requests, submittals, consents, payment requests or other communications to the Project Representative or OLEC Project Monitor shall be by electronic communications compatible with that used by OLEC. All such communications shall be effective upon the date of receipt by the addressed person.

9.2 **Publications, Documents, Software, and the Like:**

- a. Subrecipient shall allow OLEC access at a reasonable time and place within the State of Ohio to all documents, information, photographs, software and other materials or property prepared, developed, created, or discovered by Subrecipient under or related to this Agreement, wherein award moneys were expended in whole or in part, for the purposes of examination and copying.

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- b. Subrecipient shall, at the request of the OLEC Project Monitor, provide the number of copies requested of any documents, information, photographs, software and other materials and property prepared, developed, created, or discovered by Subrecipient under or related to this Agreement, wherein award moneys were expended in whole or in part.
- c. As to the documents, information, photographs, software and other materials and property described in paragraphs a and b above, OLEC shall have unrestricted authority to reproduce, distribute and use in whole or in part, the same unless otherwise expressly prohibited by law (e.g., R.C. 3345.14 for state colleges and universities). No such documents information, photographs, software and other materials and property shall be subject to copyright by Subrecipient in the United States or any other country.
- d. OLEC Ohio EPA and U.S. EPA reserve a royalty-free, nonexclusive, and irrevocable license and unrestricted right to reproduce, document, publish, disclose, or otherwise use, and authorize others to use, in whole or in part, for state and federal purposes, the copyright in any work developed under this Agreement and any right of copyright to which Subrecipient purchased ownership with award monies.
- e. All products or publications published under this Agreement, wherein funded in whole or in part by award moneys (including, but not necessarily limited to, fact sheets, brochures, newsletters, newspaper articles and/or advertisements, signs, watershed management plans, quality assurance project plans, home sewage treatment system plans, design reports, project reports, etc.) shall provide acknowledgment to OLEC, Ohio EPA, and U.S. EPA, as set forth below, to which Subrecipient may add acknowledgement of funding or in-kind support from its partners and members:

This [**choose appropriate project, product, or publication**] was financed in part or totally through a grant [**name the grant**] from the Ohio Lake Erie Commission, through the Ohio Environmental Protection Agency, as a pass-through entity, of a United States Environmental Protection Agency, GLRI-AOC Facilitating Organization Support Grant – Erie 22. The contents and views, including any opinions, findings, conclusions, or recommendations, contained in this product or publication are those of the authors and have not been subject to any Ohio Lake Erie Commission, Ohio Environmental Protection Agency or United States

Environmental Protection Agency peer or administrative review and may not necessarily reflect the views of the Commission or the above Agencies and no official endorsement should be inferred.

- 9.3. Public announcements, regardless of media used, for workshops, conferences, demonstration days or other outreach events, wherein funded in whole or in part by award monies, shall contain a statement that the workshop, conference, demonstration, or other outreach event has been funded through a grant Lake Erie Communities and Coastal Resiliency from the Ohio Lake Erie Commission, through the Ohio Environmental Protection Agency, as a pass-through entity, of an United States Environmental Protection Agency, GLRI-AOC Facilitating Organization Support Grant – Erie 22.
- 9.4. **Patent or Copyright Infringement:** Subrecipient shall report to the OLEC Project Monitor promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement on this Agreement. In the event of any claim or suit against the State, on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, Subrecipient shall furnish, within thirty (30) days, when requested in writing by the OLEC Project Monitor, all evidence and information in possession of Subrecipient pertaining to such suit or claim.

ARTICLE X: DEBARMENT

10.1 Federal Debarment:

- a. By entering into this Agreement, Subrecipient hereby certifies, affirmatively represents and warrants to OLEC that Subrecipient and its principals are not excluded or disqualified from entering into covered transactions under 2 CFR Part 180, as implemented and supplemented by 2 CFR Part 1532, and should this certification, representation and warranty be deemed to be false, this Agreement shall be *void ab initio* and any award moneys paid pursuant to this Agreement shall be immediately repaid to OLEC or an action may be immediately commenced by the State of Ohio or U.S. Government for recovery of said moneys.
- b. Subrecipient shall comply with 2 CFR Part 180 Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as implemented and supplemented by 2 CFR Part 1532. Subrecipient shall be responsible for ensuring that any lower tier covered transaction, as described in 2 CFR Part 180 Subpart B, Covered Transactions, includes a term or condition

requiring compliance with Subpart C. Subrecipient shall be responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay of payments, the suspension or termination of this Agreement, or pursuance of legal remedies including but not limited to suspension or debarment.

- c. Subrecipient when entering into a covered transaction with another person at the next lower tier, shall verify, pursuant to 2 CFR 180.300, that said person is not excluded or disqualified.

- 10.2 **State Debarment:** Subrecipient represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or 125.25. If this representation and warranty is found to be false, this Agreement is *void ab initio* and Subrecipient shall immediately repay to OLEC any award moneys paid under this Agreement and an action may be immediately commenced for recovery of such moneys.

ARTICLE XI: U.S. EPA Grant Related Terms and Conditions

- 11.1 **U.S. EPA Grant Related Terms and Conditions:** Subrecipient shall comply with the following and any amendments or modifications thereof.
 - a. **General terms and conditions:** General terms and conditions at <https://www.epa.gov/grants/grant-terms-and-conditions#general>.
 - b. **Cybersecurity:** If the Subrecipient's network or information system is connected to U.S. EPA networks to transfer data to U.S. EPA using systems other than the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange, then Subrecipient shall ensure that any connections between Subrecipient's network or information system and U.S. EPA networks used by the Subrecipient to transfer data under this Agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an U.S. Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If Subrecipient connections as defined above do not go through the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange, the Subrecipient shall contact the U.S, EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet U.S. EPA security

requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by U.S. EPA's regulatory programs for the submission of reporting and/or compliance data. Subrecipient shall inform the OLEC Project Monitor of any contact with the U.S. EPA Project Officer.

- c. **Signage:** Subrecipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and fund credit to Great Lakes Restoration Initiative and U.S. EPA, Ohio EPA, and OLEC for funding. The OLEC Project Monitor shall approve the design, placement, materials, and language for each sign.
- d. **Public or Media Events:** Subrecipient shall notify the OLEC Project Monitor of public or media events publicizing the accomplishment of significant events related to construction projects as a result this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least fifteen (15) prior working day notice of such events.
- e. **BMPs:** Subrecipient shall properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.
- f. **Waste Disposal:** Disposal of wastes shall be in accordance with State and Federal laws.
- g. **Timely Expenditure:** Subrecipient shall ensure that award moneys are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the Subrecipient shall notify the OLEC Project Monitor of potential drawdown delays that exceed one hundred eighty (180) days.
- h. **Geospatial Data:** All geospatial data created shall be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>
- i. **QAPP:** Subrecipient, if implementing environmental programs within the scope of this Agreement, shall submit an approvable Quality Assurance Project Plan ("QAPP") at least ninety (90) days prior to the initiating of data collection or data compilation. In accordance

with 2 CFR 1500.12, Subrecipient shall develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A QAAP provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP shall be prepared in accordance with U.S. EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. Subrecipient shall ensure that no environmental data collection, production, or use occurs without an approved QAPP, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, Subrecipient shall modify the QAPP and submit the revision to the OLEC Project Monitor for approval. Only after the revision has been received and approved shall the change be implemented. If Subrecipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the OLEC Project Monitor may allow Subrecipient to review and approve that organization's QAPP. Subrecipient shall provide the approved QAPP to the OLEC Project Monitor. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Activities that require an approved QAPP that are commenced under this Agreement prior to the submittal and approval of the QAPP may be ineligible for reimbursement. Subrecipients with an approved Quality Management Plan ("QMP") shall continue to implement and adhere to the approved QMP. The Subrecipient must provide project-level quality documentation to the OLEC Project Monitor prior to the initiation of relevant work activities.

- j. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with U.S. EPA Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under U.S. EPA Funded Assistance Agreements, Subrecipient agrees, by entering into this Agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Subrecipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Subrecipient shall maintain competency for the duration of the project period of this Agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf>.

- k. **Health, Safety and Environmental Compliance.** All health, lab and field activities conducted under this Agreement shall be in accordance and compliance with all applicable health, safety and environmental laws, regulations, and guidelines.

ARTICLE XII: AGREEMENT

- 12.1. **Agreement:** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties to this Agreement, provided that any such modification, amendment, supplementation or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon OLEC's authority to enter into agreements. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 12.2. **Headings:** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 12.3. **Controlling Law/Jurisdiction:** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Subrecipient hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 12.4. **Current Version and Incorporation by Reference:** Where this Agreement references or cites to a state or federal law, statute, rule, or regulation, or for documents that are attached hereto, and where compliance is to be achieved with the referenced, cited or attached law, statute, rule, or regulation, such law, statute, rule, or regulation is hereby incorporation by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, or regulation, may from time to time be amended during the term of this Agreement.

ARTICLE XIII: STATE OF OHIO EXECUTIVE ORDERS

13.1 State of Ohio Executive Orders:

- a. To the extent this Agreement involves the purchase of clothing, Subrecipient is prohibited from purchasing or arranging for clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing standards for wages, occupational safety, and work hours. Further, Subrecipient hereby represents and warrants that it is not using any sweatshop, as described by State of Ohio Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.
- b. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Subrecipient shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors the goods and services acquired under this Agreement.
- c.. Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- d. Subrecipient also affirms, understands, and agrees to disclose the principal location of business for the Subrecipient and subcontractors who are supplying services and immediately notify the OLEC Project Monitor of any change or shift in the location(s) of services performed by Subrecipient or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.
- e. If Subrecipient or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not

obligated to pay and shall not pay for such services, purchases, or investments.

- i. If Subrecipient or any of its subcontractors perform any such services, purchases, or investments, Subrecipient shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Subrecipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
- ii. The State, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.
- iii. Notwithstanding the State permitting a period of time to cure the breach or Subrecipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside the United States.

ARTICLE XIV: PROHIBITIONS / COMPLIANCE

14.1 Contracts to Perform Substantially Identical Work: Subrecipient warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of OLEC to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.

14.2 Nondiscrimination / Written Affirmative Action Plan:

- a. Pursuant to R.C. 125.111 and 4112.02, Subrecipient, its employees, and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, military status, sex, age, ancestry, national origin, or disability against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement, nor shall in any manner discriminate against, intimidate, or retaliate against any employee

hired for the performance of work under this Agreement on account of race, color, religion, military status, sex, age, ancestry, national origin, or disability.

b. **Written Affirmative Action Plan:**

- i. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.
- ii. Subrecipient affirms that it has read and understands the above cited division of the Revised Code, and if applicable, is compliant therewith in the performance of this Agreement.

14.3 Human Trafficking: Subrecipient and any person acting on behalf of Subrecipient shall not engage in trafficking of persons; procure a commercial sex act or use forced labor in the performance of this Agreement.

14.4 Smoke Free and Drug-free Workplaces: Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

14.5 Statutory Conflicts and Contributions:

- a. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. Subrecipient hereby certifies that Subrecipient, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.

- 14.6 **Lobbying:** Subrecipient shall not use any award moneys to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law.
- 14.7 **Soliciting Donations:** Subrecipient shall not use any award moneys to solicit donations or memberships to Subrecipient's organization.
- 14.8 **Self-Promotion:** Use of or reference to, this Agreement, or the existence thereof, by Subrecipient to promote the business of Subrecipient is prohibited, unless otherwise consented to in writing by the OLEC Project Monitor.
- 14.9 **Conflicts of Interest and Vendor and Grantee Certification Language:**
- a. In the performance of this Agreement, neither Subrecipient nor its personnel shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his/her duties and obligations with respect to this Agreement.
 - b. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this paragraph shall immediately disclose said interest to the OLEC Project Monitor in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the OLEC Project Monitor determines that, considering the personal interest disclosed, participation in any such action would not be contrary to the public interest.
 - c. Subrecipient represents, warrants, and certifies that Subrecipient and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Subrecipient further represents, warrants, and certifies that in the performance of this Agreement, Subrecipient shall at all relevant times comply with R.C. 102.04, and ensure that Subrecipient's employees comply with said Statute.
 - d. In the performance of this Agreement, any of the persons enumerated in this paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the OLEC Project Monitor in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

14.10 **Certification Against Unresolved Findings for Recovery:** Subrecipient represents and warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be *void ab initio* and Subrecipient shall immediately repay to the State any award moneys paid under this Agreement.

14.11 **Compliance:** In the performance of the duties and obligations under this Agreement, Subrecipient shall comply with all applicable:

- a. Ohio Governor Executive Orders,
- b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto, and
- c. Federal, state, local laws, regulations (rules, ordinances), assurances, circulars, and orders whether specifically set forth or referenced in this Agreement.

14.12 **Federal Assurances:** By signing this Agreement, Subrecipient certifies that if applicable, Subrecipient will:

- a. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions,
- b. Comply with environmental standards which may be prescribed pursuant to the following: (i) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (ii) notification of violating facilities pursuant to Executive Order 11738; (iii) protection of wetlands pursuant to Executive Order 11990; (iv) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (v) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (vi) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (vii) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (viii) protection of endangered species under the Endangered Species Act of 1973, as amended (P L. 93-205).

- c. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems,
- d. Assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.),
- e. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP),
- f. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”), and
- g. Comply with the Age Discrimination Act of 1975 (29 U.S.C. §§ 6101- et seq.).

ARTICLE XV: COMPLIANCE WITH APPENDIX II TO 2 CFR 200 “CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS”

- 15.1 In addition to other provisions required by U.S. EPA or the State, all subcontracts made by Subrecipient which involve the expenditure of award moneys shall contain provisions covering the following, as applicable:
- a. Subcontracts for more than the simplified acquisition threshold¹, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where subcontractors violate or breach subcontract terms, and provide for such sanctions and penalties as appropriate.
 - b. Subcontracts in excess of \$10,000 shall address termination for cause and for convenience by Subrecipient, including the manner by which it will be effected and the basis for settlement.

¹ As of 11/21/2022, the simplified acquisition threshold is \$250,000. *Guidance for Grants and Agreements*, 85 FR 49506-01.

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- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all subcontracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 shall include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- d. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Subrecipient shall include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, subcontractors shall be required to pay wages not less than once a week. Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a subcontract shall be conditioned upon the acceptance of the wage determination. Subrecipient shall report all suspected or reported violations to the OLEC Project Monitor. Subcontracts shall also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient shall report all suspected or reported violations to the OLEC Project Monitor.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all subcontracts awarded by Subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each

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subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. Rights to Inventions Made Under a Subcontract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Subrecipient wishes to enter into a subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the subcontractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by U.S, EPA, Ohio EPA, and OLEC.
- g. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Subcontracts in an amount in excess of \$150,000 must contain a provision that requires the subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Region 5, U.S. EPA.
- h. Debarment and Suspension (Executive Orders 12549 and 12689)— A subcontract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Subcontractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Subrecipient shall comply with 40 CFR Part 34, New Restrictions on Lobbying.
- j. Subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of U.S. EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in U.S. guidelines.
- k. Subcontractors are prohibited from obligating or expending award moneys to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities

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- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (See 2 CFR 200.216)
- c. See Public Law 115–232, section 889 for additional information.
- d. See also § 200.471.
- i. As appropriate and to the extent consistent with law, a subcontractor, to the greatest extent practicable under an award, shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards including all contracts and purchase orders for work or products under this award. (See 2 CFR 200.322)

ARTICLE XVI: MISCELLANEOUS

- 16.1. **False Claims:** Subrecipient shall promptly refer to U.S. EPA's Inspector General and/or the Ohio Inspector General any credible evidence that any person has submitted a false claim under the False Claims Act or committed any other civil or criminal violation of law involving award moneys.
- 16.2. **Procurement:** Subrecipient shall employ its own procurement procedures, provided said procedures comply with applicable federal and state law and regulations or rules.
- 16.3. **Mailing Lists:** If requested, Subrecipient shall include the OLEC Project Monitor on all or specifically requested mailing lists.

By signing below, Subrecipient assures and certifies that Subrecipient has been advised of the requirements imposed upon Subrecipient by federal and state laws, regulations, rules, and the provisions of this Agreement, as well as any supplemental requirements imposed by OLEC.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.



(Subrecipient)

12/29/2022

(Date)



(Print Name)



(Print Title)



Joy Mulineux, Executive Director, OLEC for
Laurie A. Stevenson, Chair
Ohio Lake Erie Commission

1/3/23

(Date)

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EXHIBIT A – APPROVED PROJECT & BUDGET NARRATIVE



Lake Erie Ohio Communities and Coastal Resilience
2022 Grant Application

This form must be used to apply for a Lake Erie Protection Fund Small Grant. No recreations of this form or any alternative forms will be accepted. Cover letters will be removed and discarded. Submit a signed PDF to: lakeeriecommission@lakeerie.ohio.gov

PLEASE NOTE: PRINT CLEARLY OR TYPE

This project is a resubmission of a previous application.

Project Title: Coastal and Shoreline Resilience Planning in Jerusalem Township
50 character limit


Amount Requested: \$ 83,200

Project Director: Mark Sattler Title: Township Trustee

Organization: Jerusalem Township

Address: 9501 Jerusalem Road, Curtice, OH 43412

Email: Mark.Sattler@twp.jerusalem.oh.us Phone: (419) 836-8921

Signature:  Date: October 3, 2022

Authorizing Officer: Mark Sattler, David Bench, Beau Miller Title: Township Trustees

Organization: Jerusalem Township

Address: 9501 Jerusalem Road, Curtice, OH 43412

Email: Mark.Sattler@twp.jerusalem.oh.us; David.Bench@twp.jerusalem.oh.us; Beau.Miller@twp.jerusalem.oh.us Phone: (419) 836-8921

Signature:  Date: October 3, 2022

Fiscal Agent: Joel Moszkowicz Title: Fiscal Officer

Organization: Jerusalem Township

Payment Address: 9501 Jerusalem Road, Curtice, OH 43412

Email: fiscal@twp.jerusalem.oh.us Phone: (419) 836-8921

Federal Tax ID (required): 34-6400719

Signature:  Date: October 3, 2022

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	Requested Funds	Match Provided	Description
A. Salaries & Wages	\$0	\$9,000	See budget justification in narrative.
B. Fringe Benefits	\$0	\$0	
C. Total Salaries & Benefits (A+B)	\$0	\$9,000	See budget justification in narrative.
D. Non-expendable Equipment	\$0	\$0	
E. Expendable Materials & Supplies	\$0	\$0	
F. Travel	\$0	\$0	
G. Services or Consultants	\$83,200	\$8,065	See budget justification in narrative.
H. Computer Costs	\$0	\$0	
I. Publications/Presentations			
J. All other direct costs	\$0	\$0	
K. Non- Salary Direct Costs (D thru J)	\$83,200	\$2,465	
L. Indirect Costs (not to exceed 10%)	\$0	\$0	
M. Total Salaries & Benefits (from C)	\$0	\$9,000	
N. Non-Salary Direct Costs (from K)	\$83,200	\$8,065	
O. Indirect Costs (from L)	\$0	\$0	
Total Cost	\$83,200	\$17,065	

General Project Summary

Jerusalem Township (the Township), in partnership with the Reno Beach/Howard Farms Conservancy District (RBHFCD), is pursuing funding for strategic planning related to coastal and shoreline resiliency. The Township includes 21,760 acres of land and 138,240 acres of water. Approximately 1,200 acres of land is contained within the RBHFCD. Dikes and levee systems surround portions of the Township, including the "Project Foresight Segment" built by the US Army Corps of Engineers (USACE) in 1973, reinforced in 1993, and maintained by the RBHFCD; new structures related to the Howard Marsh restoration and maintained by Metroparks Toledo; and, privately installed, legacy dikes built between 1902 and 1943. Once mainly agricultural, the Township supports a growing residential community, particularly along the lakeshore between Cedar Point National Wildlife Refuge and Metzger Marsh. With the conversion of agricultural land to residential subdivisions, many legacy dikes are no longer maintained due to lack of expertise and/or necessary equipment. Segments are below the 100-year flood elevation or are in disrepair. Flood damage estimates exceed \$100M if a breach occurs, and costs to repair/reinforce the system would be overburdensome to this underserved community.

The Township proposes to establish a framework for risk assessment of the comprehensive water control system to develop a strategic implementation plan for shoreline protection through infrastructure reinforcement and improvements to build resiliency in the face of potential large-scale flooding and intense storm events related to climate change and rising lake levels in Lake Erie. This framework will include an assessment of the system's existing conditions to evaluate the integrity of the current infrastructure and identification and prioritization of system components that pose the most risk to catastrophic failure. Prioritized areas of risk will be detailed within an implementation plan to guide the Township's pursuit of future financial assistance to build resiliency in this vulnerable community.

Project Narrative

In recent decades, global rainfalls have increased in frequency and intensity, increasing water levels and flood risks across the world, including the Great Lakes Region, with water levels fluctuating by over 2m in recent decades, mostly attributed to climate-induced changes in the hydrological regime (Zhang et al. 2021; Gronewold et al. 2016). Scientific models coincide with these observations, and predict general upward trends. Specifically within Lake Erie, annual water levels are projected to change -0.09 to +0.54m by 2040 – 2049 (Kayastha et al. 2022). If the higher-end predictions are realized, catastrophic flooding along the shores of Lake Erie is imminent. Proactive management is necessary to mitigate sociological and economic impacts of flooding, especially for populations who are socioeconomically vulnerable to flooding (Siman 2020).

Jerusalem Township is a low-lying coastal area east of Toledo, consisting of rich farmland, residences, and water recreation areas (see Figure 1). Historically, local property owners began constructing flood protection levees in 1902. In 1972, the USACE launched a large-scale effort to protect against flooding along the Lake Erie shoreline, extending from Cooley Canal to Wards Canal along the northwesterly bank of Lake Erie ("Project Foresight"). The USACE upgraded the original levee with a more permanent barrier in 1993. The top of the existing levee system ranges from 575.8 to 582.8 feet above sea level (asl). Lands behind the levee are at 568.0-574.0 feet asl. The Federal Emergency Management Agency indicates that the 100-year flood elevation for this area is 578.0 asl.

The RBHFCD is responsible for maintaining the USACE-constructed levee (Project Segment); however, the privately owned, legacy dikes are beyond the RBHFCD's jurisdiction (Non-Project Segment). While these legacy dikes originally protected agricultural land, current land use is substantially residential. Within these residential subdivisions, many legacy dikes are aging, susceptible to erosion, animal

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destruction and root damage and are no longer maintained by owners who have neither the expertise nor the equipment to do so. Residential growth is a priority for the Township, as listed in its 2040 Comprehensive Plan.

The Township proposes to establish a framework for risk assessment of the comprehensive levee system in order to develop a strategic implementation plan for shoreline and erosion protection through infrastructure reinforcement/improvements to build community resiliency in the face of potential large-scale flooding and intense storm events related to climate change and rising lake levels in Lake Erie. This framework will include an assessment of the system's existing conditions (Task 1: Engineering Reconnaissance) to evaluate the integrity of the current infrastructure and identification and prioritization of system components that pose the most risk to catastrophic failure (Task 2: Risk Assessment and Prioritization). Prioritized areas of risk will be detailed within an implementation plan, which will guide the Township's pursuit of future financial assistance to build resiliency in this growing community (Task 3: Implementation Plan Development).

Briefly, the Township will procure a qualified consultant through the process outlined by Ohio Administrative Code. The consultant will review existing relevant information including Ohio Department of Natural Resources Coastal Erosion Surveys, design plans, Emergency Action Plans, etc., and conduct a field reconnaissance of the levees and associated appurtenances to identify deterioration and deficiencies. Literature and observed conditions will be catalogued, assigned a risk score based upon severity of condition and mapped within a Geographic Information System (GIS). Available topographic data from the Lucas County Engineers Office will be coupled with reconnaissance data and compared with potential flood inundation levels. Levee segments will be prioritized based upon risk score for failure or breach, as well as proximity risk to critical structures impacted by potential failure, and preliminary, conceptual improvements will be developed for high-risk segments. Proposed improvements may include traditional engineered systems, natural system design or a hybrid combination. The conceptual improvements will be slotted into a strategic plan to guide pursuit of implementation funding for proactively building coastal resiliency throughout this necessary system. The implementation plan will outline potential permits or real estate/easement requirements needed, as well as a matrix of potential funding sources for the conceptual projects.

The implementation plan creates necessary documentation to allow the Township and RBHFCD to partner and improve the levee system under the RBHFCD's jurisdiction to better protect the citizens of the Township, an underserved population and collectively leverage resources to reinforce levee infrastructure, reduce shoreline erosion and build coastal resiliency. Collapse of any portion of this levee system could result in widespread flooding throughout the Township, and sea level rise to the 100-year flood level would result in loss of life and exceed \$100M in damages that would devastate residences, businesses, crops, marinas and ecotourism locales (RBHFCD, 2021). Environmentally, floodwaters would exacerbate excessive sediment and nutrient input to an already oversaturated lake system, as well biological contaminants from overwhelmed sanitary and septic systems. The Township contains all or portions of sensitive coastal wetlands areas, including Howard Marsh, Ottawa and Cedar Point National Wildlife Refuges, Maumee Bay State Park, Mallard Club Wildlife Area and Metzger Marsh, which sustain key habitat for migratory birds and wetland species and attract millions of tourists to the area each year. Protection of these key areas is a driving component of many lake-related plans.

Project Location and Map

The project is located within Jerusalem Township, in eastern Lucas County, Ohio (Figure 1).



Figure 1. Jerusalem Township location map

Underserved Community/Population Data

Jerusalem Township includes three census blocks, each of which meets at least one criterion to be considered underserved by Ohio EPA's Division of Environmental Assistance (Table 1; Figure 2). The unemployment rate in Blocks 1 and 2 are 3.4 and 1.0 percentage points higher than the statewide average, respectively. The unemployment rate in Block 3 is 1.2 percentage points lower than the statewide average; however, 35% of households have income lower than 200% of the poverty level, which is 4.6 percentage points higher than the statewide average.

Table 1. 2020 Census Block Data

Criteria (statewide average)	Block 1	Block 2	Block 3
Median Household Income ≤ \$58,116	\$67,083	\$76,859	\$65,547
Individuals with income below 200% of poverty level ≥ 30.4%	28.7%	20.7%	35.0%
Civilian unemployment rate ≥ 5.3%	8.7%	6.3%	4.1%

(Source: <http://data.census.gov>)

NOTES

Values in bold exceed statewide average.

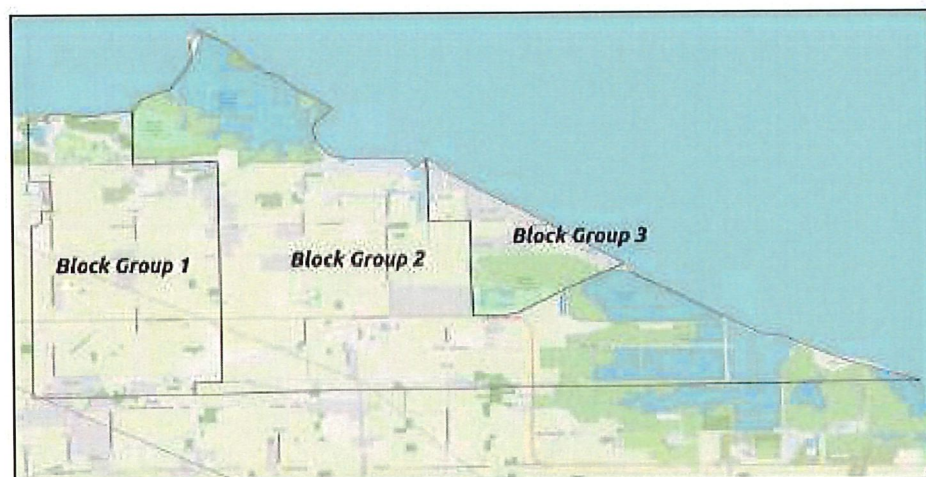


Figure 2. Jerusalem Township - 2020 Census Blocks

Currently, the RBHFCD has the legal authority to assess residents within the district boundaries who realize a benefit from Project Segment infrastructure improvements; however, the RBHFCD cannot currently administer improvements to Non-Project Segments without a joint implementation plan. This project fulfills a crucial step toward the Township's ability to provide resilient flood protection in the face of rising lake levels for its residents by allowing improvements on private levees to fall under the jurisdiction of the RBHFCD. The cost of levee improvements to provide FEMA-standard protection along the levee corridors is beyond reasonable assessment of citizens for those residing within the levee boundaries (Census Block 3), where the greatest amount of low-income households are concentrated. The implementation plan will provide direction for the Township to actively and strategically pursue funding to stabilize and improve the levee system, better protect the residents of this limited-income, coastal region and build long-term resilience from climate-impacted conditions. The Township views this plan as a short-term investment to lead to implementation of infrastructure improvement over a long term (10+ year) timeframe.

Alignment with Lake Erie Plans

The proposed project aligns with Priority Area: Tourism, Jobs and Economy in the Lake Erie Protection and Restoration Plan. The proposed project promotes new infrastructure design that will not only sustain the current quality of life of residents and economic sectors within this community by providing enhanced flood protection, but a resilient community will attract new residents and businesses to an area that has the capacity to adapt to changing Lake Erie conditions. The project also advances the objectives of the Lake Erie Lakewide Action and Management Plan through the protection of critical infrastructure in coastal communities through planning natural and engineered systems to improve resiliency. Where natural design systems may be integrated into the plans, coastal habitat may also be restored, which provides additional ecological benefits as outlined through Focus Area 4 of the Great Lakes Restoration Action Plan III.

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Plan or Program of Focus

The proposed project incorporates components of several programs, including the following (in order of highest focus):

1. **Shoreline Erosion Plan Preparation:** Deficient areas will be identified and conceptual plans will be developed to address areas in need.
2. **Natural Hazard Mitigation Plan Implementation:** The implementation plan developed will allow the Township to pursue project funding in the future to proactively mitigate potential flooding hazards.
3. **SRF Plan Preparation:** Conceptual projects identified throughout the project area may be eligible for SRF funding.
4. **Evaluation of coastal hazards and cost benefit analysis of alternatives to prepare projects for EMA funding:** Conceptual projects identified throughout the project area may be eligible for EMA funding.
5. **Community Outreach & Engagement in Underserved Communities:** Township residents will be informed of proactive activities being taken to improve current levee conditions and mitigate potential natural hazards.

Outreach and Engagement Plan

The Township will employ a multi-faceted approach to public outreach and engagement with the goal of reaching every resident within the Township. The Township will convene a meeting with local stakeholder organizations, including the Lucas County Engineers Office, TMACOG, the RBHFCD and Metroparks Toledo to discuss project components and additional considerations for public engagement. Communication to these stakeholder partners will occur at least quarterly.

The Township will host two public meetings, once at the onset of project activities in order to obtain information from the public regarding priorities and potential problem areas related to the levees, and once near the end of the project to inform the public of the results and potential next actions. These public meetings and project developments will be advertised through project press releases, the Township, RBHFCD and TMACOG websites and social media outlets, and signage placed in high-visibility local areas and businesses, as well on the Township marquee sign.

A direct mailing regarding project details will be provided to Township residences with Township contact information for those individuals who may not have internet access at home. Public meetings will be held in a centralized, ADA-compliant location. Interpretive assistance will be provided to individuals who identify the need for it.

Project Team and Partners/Qualifications

The Township is internally equipped to execute this grant if awarded. The Township is experienced in the administration of grant funds from different sources, including American Rescue Plan funding, and has internal accounting capacity to track grant activities separate from operating expenses.

Mark Sattler is a Township Trustee, elected to the 2020-2023 term. He holds an MBA in Finance from the University of Toledo and is retired from a 40 year career in radiology, healthcare finance and healthcare administration. Mr. Sattler will serve as the Township Project Manager and direct liaison to the Board of Trustees for project activities. He will provide oversight to the Project and will coordinate with local partners for the consultant procurement and public outreach activities.

Adam Hoff, PE is a Board Member of the RBHFCD and a professional engineer of over 30 years. Mr. Hoff specializes in supporting infrastructure development projects throughout Northwest Ohio. Mr. Hoff will

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assist the Township with procurement services, attend project-related meetings, provide input on project development and participate in public outreach activities.

The selected professional services firm will be experienced in conducting projects of similar size and scope and will demonstrate expertise in flood studies, dam safety, water resources engineering and grant-related administration and public outreach.

Project Timeline

The project timeline assumes a January 1, 2023 start and completion by December 31, 2023.

Table 2. Project Schedule

Task Description / Milestone	2023											
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1. Consultant Procurement	X	X										
2. Engineering Reconnaissance		X	X	X								
3. Risk Assessment and Prioritization				X	X	X	X	X				
4. Implementation Plan Development								X	X	X	X	X
5. Public Engagement Meetings		X									X	
6. Stakeholder Engagement Meetings		X			X			X			X	

Budget Justification – see Budget Application Sheet

1. Salaries & Wages
 - a. Requested Funding – No funds are requested.
 - b. Voluntary in-kind leveraged funds provided from:
 - i. Township Project Manager Mark Sattler: 10 hours per month @ \$50/hour = \$6,000
 - ii. RBHFCD Assistance: Project Manager Adam Hoff: 5 hours per month @ \$50/hour = \$3,000
2. Fringe Benefits
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.
3. Non-expendable Equipment
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.
4. Expendable Materials & Supplies
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.
5. Travel
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.

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6. Services or Consultants
 - a. One professional services subcontract for 640 hours of assistance totaling \$83,200. These estimates are inclusive of necessary equipment, software and mobilization costs associated with the following tasks:
 - i. Engineering Reconnaissance: 210 hours @ \$130 = \$27,300
 - ii. Risk Assessment and Prioritization: 130 hours @ \$130 = \$16,900
 - iii. Implementation Plan Development: 240 hours @ \$130 = \$31,200
 - iv. Public Engagement Assistance: 60 hours @ \$130 = \$7,800
 - b. Leveraged funds/services are as follows:
 - i. Drone topographic survey data has been captured and provided by the Lucas County Engineers Office in advance of this grant award. The Township appropriated \$2,465 and the RBHFCD appropriated \$5,600 towards this cost.
7. Computer Costs
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.
8. Publications/Presentations
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.
9. All other direct costs
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.
10. Indirect Costs
 - a. Requested Funding – No funds are requested.
 - b. No leveraged funds are available under the line item.

Letters of Support

Letters of support from supporting partners, including the RBHFCD, Lucas County Engineers Office, TMACOG and Metroparks Toledo, are attached.

References

- Gronewold, A.D., J.B.D. Durnford, J.P. Simth, A.H. Clites, F. Seglenikes, S.S. Qian, T.S. Hunter, and V. Fortin. 2016. Hydrological drivers of record-setting water level rise on Earth's largest lake system. *Water Resources Research*, 52(5): 4026 – 4042. doi: <https://doi.org/10.1002/2015WR018209>.
- Kayastha M.B., X. Ye, C. Huang, P. Xue. 2022. Future rise of the Great Lakes water levels under climate change. *Journal of Hydrology*, 612(B): 128205. doi: <https://doi.org/10.1016/j.jhydrol.2022.128205>.
- Reno Beach Howard Farms Conservancy District. 2021. Reno Beach and Howard Farms Conservancy District home page. Accessible at: <https://rbhfcd.org/>.
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- U.S. Census Bureau, 2020. Census block data. Accessible at: <https://data.census.gov>.
- Zhang, J., W. Xu, X. Liao, S. Zong, and B. Liu. 2021. Global mortality risk assessment from river flooding under climate change. *Environmental Research Letters*, 16: 064036. doi: <https://doi.org/10.1088/1748-9326/abff87>.

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EXHIBIT B – SPECIAL CONDITIONS

Agreement Coordination

The Subrecipient's Project Representative is:

Mark Sattler
Jerusalem Township
9501 Jerusalem Road
Curtice Ohio 43412
Mark.Sattler@twp.jerusalem.oh.us

The OLEC Project Monitor is:

Lynn Garrity
Ohio Lake Erie Commission
614-506-0619
Lynn.Garrity@lakeerie.ohio.gov

Scope of Work

Subrecipient agrees to complete the Project in accordance with the Approved Project & Budget Narrative entitled

as set forth in Exhibit A. Further, the work items shall be completed as provided by the "Project Timeline" set forth in the Approved Grant Proposal. The Project Closure Date is March 30, 2024.

Special Conditions

- 1.) Award moneys shall be used by Subrecipient only for activities described in the Approved Grant Proposal, as set forth in Exhibit A.
- 2.) Except as allowed by the special conditions on Compensation set forth in this Exhibit, the Approved Grant Proposal shall be modified pursuant to paragraph 12.1 of this Agreement.
- 3.) Subrecipient shall submit to the OLEC Project Monitor one (1) copy of any publication produced by the Subrecipient that results from work funded, in whole or in part, through this Agreement. Subrecipient shall also submit an electronic version of these publications, including the final report, in a Portable Document Format (PDF).

Semiannual Interim Reports

- 4.) Subrecipient shall submit to the OLEC Project Monitor Semiannual Interim Reports. Starting with the first full reporting period after the effective date of this Agreement, Subrecipient shall submit such reports electronically by April 1 but no later than April 15 and by October 1 but no later than October 15 of each year, through the term of this Agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. The reports shall document progress, in writing and in pictures, for the Project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the Project is being carried out as specified in Exhibit A.
- 5.) Semiannual Interim Reports shall be submitted on the form provided by OLEC, available from OLEC or its website.
- 6.) Semiannual Interim Reports may be accompanied by a proper payment request for expenditures in the reporting period.

Final Report

- 7.) The Final Report for the Project shall be submitted to the OLEC Project Monitor by the close of business on March 30, 2024 unless Subrecipient submits a request for a time extension at least thirty (30) days prior to such date and the OLEC Project Monitor approves such request.
- 8.) Subrecipient will prepare the Final Report based on the instructions provided by OLEC, available from OLEC or its website

Compensation

Pursuant to the terms and conditions of this Agreement, OLEC awards to Subrecipient a Grant in an amount not to exceed \$83,200.00 ("award moneys"), which amount shall constitute the sole and exclusive consideration offered or furnished by OLEC for the performance of duties and obligations by Subrecipient.

In consideration of the satisfactory performance by Subrecipient of the work as specified in this Agreement, OLEC agrees to compensate Subrecipient, pursuant to the terms and conditions of this Agreement, as follows:

The amount of award moneys to be paid to Subrecipient after the OLEC Project Monitor has received and approved the **Final Report and Final Proper Payment Request**, submitted in accordance with Exhibit B, shall not exceed \$83,200.00 less any working capital advance payments made pursuant to paragraph 4.3 of this Agreement and Interim Payments made as allowed in Exhibit B Item 6.

Specific conditions on Compensation

- 1.) Revision of budget and program plans shall be administered consistent with 2 FR 200.308, with the OLEC Project Monitor acting in place of the “Federal awarding agencies.” A copy of 2 CFR 200.308 is attached hereto and incorporated by reference as if fully rewritten herein.
- 2.) All award moneys received, and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Subrecipient and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices and State of Ohio directives.
- 3.) The OLEC Project Monitor shall determine whether costs are eligible for reimbursement. Costs to be eligible for reimbursement must be allowable, allocable, and reasonable, and compliant with this Agreement, the Uniform Administrative Requirements (2 CFR 200 and 1500); and Cost Principles (2 CFR 200 Subpart E). Subrecipient shall not be reimbursed for travel, lodging or any other expenditure of award moneys incurred in the performance of this Agreement, unless such expenditure is an allowable, allocable, and reasonable cost, compliant with 2 CFR Parts 200 and 1500 et seq., and, as determined by the OLEC Project Monitor, is pursuant to and consistent with this Agreement. Cost incurred in the preparation of the Grant application and any revisions or modifications thereof are not allowable, allocable, or reasonable costs.

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EXHIBIT B – SPECIAL CONDITIONS

Agreement Coordination

The Subrecipient's Project Representative is:

Mark Sattler
Jerusalem Township
9501 Jerusalem Road
Curtice Ohio 43412
Mark.Sattler@twp.jerusalem.oh.us

The OLEC Project Monitor is:

Lynn Garrity
Ohio Lake Erie Commission
614-506-0619
Lynn.Garrity@lakeerie.ohio.gov

Scope of Work

Subrecipient agrees to complete the Project in accordance with the Approved Project & Budget Narrative entitled

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