



Project Title H2Ohio River Initiative Chloride Reduction - Equipment
Project Number 24H2OSALT-109
Project Start Date June 1, 2024
Project Closing Date May 31, 2025

Subrecipient **City of Willowick**
31230 Vine Street
Willowick, Ohio 44095

Subrecipient I.D. No. 34-6003088

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Grantor Ohio Environmental Protection Agency
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Grant Award **\$ 11,275.00**

Project Location Lake County
Watershed Lake Erie / 042600000102

**OHIO ENVIRONMENTAL PROTECTION AGENCY
H2OHIO RIVERS INITIATIVE: CHLORIDE REDUCTION GRANTS
STATE GRANT AWARD AGREEMENT**

PREAMBLE

This H2Ohio Rivers Initiative: Chloride Reduction State Grant ("Grant") Award Agreement ("Agreement") for the award identified in the Award Summary affixed to the front of this Agreement, is entered into by and between the Director of Environmental Protection ("Director") on behalf of the Ohio Environmental Protection Agency ("Ohio EPA" or "Grantor") and Grantee identified in the Award Summary. This Agreement establishes the duties and obligations of Ohio EPA and Grantee (with Ohio EPA and Grantee together referred to as "the parties").

WHEREAS Revised Code ("R.C.") 3745.01(C) and (E) authorize the Director to advise, consult, cooperate and enter into contracts or agreements with any other agencies of the state, the federal government, other states, interstate agencies, and persons and with affected groups, political subdivisions, and industries in furtherance of the purposes of R.C. Chapters 3704., 3714., 3734., 3745., 3751., 3752., 6109., and 6111., and to accept grants for water pollution control and water resource planning,

WHEREAS R.C. 126.60, created in the State Treasury the H2Ohio Fund, which fund monies shall be used for any of the following purposes: (1) agriculture water projects; (2) community water projects; (3) nature water projects; (4) awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities; (5) funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities; (6) encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts; and (7) other purposes, policies, programs, and priorities identified by the Ohio Lake Erie Commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy,

WHEREAS R.C. 126.60 (A)(3) defines nature water project to mean a project involving a natural water system that will improve water quality by reducing or aiding in the reduction of levels of phosphorus, nitrogen, or sediment in the waters of the state. Nature water project includes a project involving research, technology, design, construction, best management practices, conservation, or maintenance, the creation, maintenance, or restoration of wetlands, flood plains, flood control systems, and buffers throughout the state, including the western basin of Lake Erie,

WHEREAS the Director has determined that Grantee's application for the Grant conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria set forth in R.C. 126.60,

WHEREAS the General Assembly has authorized the Director to award the Grant identified in the Award Summary,

WHEREAS for purposes of this Grant Award, “Eligible Project Costs” may be reimbursed in an amount not to exceed the amount set forth in the Award Summary.

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

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Grantee agree as follows:

ARTICLE I **Award**

1. **(Award)** Pursuant to the terms and conditions of this Agreement, Ohio EPA hereby awards a grant in the amount identified in the Award Summary as “award monies” to Grantee, which award monies shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Grantee.

ARTICLE II **Designees / Communications**

2. **(Grantee’s Designee)** Grantee shall coordinate all work with Ohio EPA through Grantee’s designee, who shall be known as the “Project Contact,” who shall have the authority to represent Grantee in the performance of its duties and obligations under this Agreement. The initial Project Contact shall be the person identified as such in the Award Summary. Grantee may designate different Project Contacts by providing written notification to the “Grant Coordinator”.
3. **(Director’s Designee)** Ohio EPA shall coordinate all work with Grantee through the Director, Chief of Ohio EPA’s Division of Surface Water or his or her designee, which designee shall be known as the “Grant Coordinator,” who shall have the authority to evaluate Grantee’s performance under this Agreement and provide the necessary determinations, resolutions, revisions, approvals, or denials required by this Agreement. Given Ohio EPA’s responsibilities under state law with respect to the work performed and award monies administered, Ohio EPA 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 Grantee shall be resolved by the Grant Coordinator. The initial Grant Coordinator shall be the person identified as “Grant Coordinator” in the Award Summary. The Director, through the Division of Surface Water, may designate different Grant Coordinators by providing written notification to the Project Contact.

4. **(Communications)** Except as provided elsewhere in this Agreement or as may be required by the Grant Coordinator, all notifications, requests, submittals, consents, payment requests or other communications to the Project Contact or the Grant Coordinator shall be by electronic communications compatible with that used by Ohio EPA. All such communications shall be effective upon the date of receipt by the addressed person.
5. **(Publications, Documents, Software, Events, and the Like) RESERVED**

ARTICLE III
Dates / Performance

6. **(Effective and Project Closure Dates)**
 - a. 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.
 - b. The project's scope of work, work plan or comparable activities or tasks are identified in an attachment(s) to this Agreement and shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding the Project Closure Date, the last quarterly fiscal and semiannual technical reports, responses to evaluations and Closing Report shall be submitted by the dates set forth in this Agreement, or as maybe revised by the Grant Coordinator. The Project Closure Date shall not be extended except upon a written, signed consent by the Project Contact and the Grant Coordinator. Any such consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Grantee for work performed outside of the terms of this Agreement.
7. **(Performance)**
 - a. Grantee and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Grantee 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 Ohio EPA, 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.

- b. Grantee shall be solely responsible for the hiring of all its employees and for all of Grantee's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, 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.
- c. Grantee shall be solely responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement and shall successfully perform and complete the work, activities, and requirements set forth in this Agreement. Grantee may subcontract its duties and obligations, As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Grantee shall bind its subcontractors to the terms and conditions of this Agreement and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.
- d. Ohio EPA may, from time to time, communicate specific instructions and requests to Grantee 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, Grantee shall comply with such instructions and fulfill such requests to Ohio EPA'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 Grantee.
- e. All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties and their respective agents, successors, and assigns; provided neither party may assign, delegate, or transfer any of its respective duties, rights, and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, delegation or transfer shall operate to release Grantee 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 Ohio EPA, be deemed void.
- f. Ohio EPA enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee agrees. warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Grantee's performance of work under this

Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide and perform the services. Where applicable, such persons are appropriately medically monitored during the activities undertaken. Ohio EPA shall not be required to provide any training or hire, supervise, or pay any assistants to Grantee to perform or enable it to perform services required under this Agreement. As used in this Agreement, the terms "tasks," "services" and "work" may be read interchangeably if the sense requires.

- g. If monitoring and environmental analysis activities are funded under this grant, Grantee shall submit a Quality Assurance Project Plan ("QAPP") to the Grant Coordinator within ninety (90) after the effective date of this Agreement unless an extension request has been submitted by the Grantee and approved by the Grant Coordinator. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Grant Coordinator may be ineligible for reimbursement.

ARTICLE IV **Fiscal**

8. **(Availability of Award monies)** 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 monies are available or encumbered and, when required, such expenditure of award monies is approved by the Controlling Board of the State of Ohio, or until such time that Ohio EPA provides Grantee with written notice that such award monies have been made available to Ohio EPA by its funding source. If Ohio EPA should learn that award monies are unavailable to meet its obligations set forth herein, Ohio EPA will use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.
9. **(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 Ohio EPA by the Ohio 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 sums payable by Ohio EPA under this Agreement remains 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 the Project Closure Date.

10. (Expenditures / Payments / Costs)

- a. Expenditures of award monies shall be pursuant to this Agreement, with Grantee to employ its own procurement procedure, provided said procedures comply with applicable state law and rules.
- b. Unless revised by the Grant Coordinator and / or set forth in an attachment to this Agreement, once each calendar quarter (3 months), Grantee shall submit invoices (also referred to as “payment requests”) for the actual expenses incurred in the performance of this Agreement, in accordance with the project dates provided in an attachment to this Agreement and on forms provided by Ohio EPA.
- c. Pursuant to Ohio Adm.Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. A payment request shall include, but not be limited to:
 - i. Grantee’s name, federal employer identification number (or other appropriate identification), and the address where payment is to be sent,
 - ii. Purchase Order number which authorizes the purchase of services, a description of the services performed, and total hours worked,
 - iii. Signature of Grantee’s Chief Fiscal Officer or comparable official, certifying that to the best of his/her knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, the requested is valid, and the work performed is consistent and compliant with this Agreement, and
 - iv. Such other information as required by the Grant Coordinator.
- d. Upon receipt of a proper payment request and approval of such request by the Grant Coordinator, a voucher for payment will be processed. The Grant Coordinator shall notify Grantee of any defect or impropriety of a payment request.

- 11. (Payment Restrictions)** Unless revised by the Grant Coordinator and/or as set forth in an attachment to this Agreement, the first payment shall not be requested or paid until this Agreement is effective and Grantee has completed at least one quarter of work. The first and subsequent payments shall not be made until Ohio EPA determines that Grantee has demonstrated satisfactory progress in compliance with this Agreement, as demonstrated by the quarterly progress reports required under this Agreement, and upon submittal of a proper payment request form with authorized signature and certification. The final payment under this

Agreement shall only be made upon satisfactory completion of the project and submission to Ohio EPA of an approvable closing report, including a final proper payment request with authorized signature and certification.

12. **(Program Income)** Program income or interest earned during the project period shall be reported on the quarterly fiscal reports and Closing Report. Grantee shall promptly, but at least quarterly, remit to Ohio EPA any interest earned on advances. Grantee may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.
13. **Expenditures Prior to Effective Date of this Agreement)** Grantee may, at its own risk, incur allowable, allocable, and reasonable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with, this Agreement. Prior to the effective date of this Agreement, no prior approvals by Ohio EPA shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.
14. **(Eligible and Ineligible Costs Reimbursement)** The Grant Coordinator shall determine whether costs are eligible for reimbursement. Cost eligible for reimbursement are:
 - a. Live Edge/Articulated Blades,
 - b. Calibration/Salt Spreader Control Systems/ GPS Tracking/Monitoring Systems/Road Temperature Sensors,
 - c. Upgraded Salt Spreader(s) to Allow Calibration/Control System/GPS Tracking or Monitoring Systems,
 - d. Brine Mixers, brine tanks,
 - e. Brine Application Equipment,
 - f. Equipment Rinse and Rinse Collection for Recycling,
 - g. Sweeper for Cleaning Salt from Exterior Loading Areas,
 - h. Conductivity Meters (for water monitoring), and
 - i. Salt Storage (eliminates exposure of salt to rainwater and/or runoff and overburdened storage)
 - i. Improving salt storage and loading areas (e.g., berms, poured concrete, or covered loading areas),

- ii. Structural facility improvements (e.g., repair or replacement of existing facilities to address leakage, or to prevent runoff from entering storage shed), and
- ii. Permanent salt storage facility or covers.

Cost ineligible for reimbursement include personnel or any administrative costs.

- 15. (Separate Accounting)** All award monies received, and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Grantee and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices (“GAAP”) and Ohio EPA directives which are available from the Grant Coordinator.
- 16. (Supporting Records)** Grantee shall be responsible for the receipt and expenditure of award monies and for maintaining adequate supporting records and documentation for award monies received and expenditures made, consistent with GAAP and Ohio EPA directives. 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 monies,
 - c. Control and accountability for all award monies, property and other assets and written assurance that award monies are used solely for the authorized purpose and are eligible costs,
 - d. A comparison of actual costs versus budgeted costs,
 - e. Procedures for determining eligible costs, and
 - f. A systematic method to resolve audit findings and recommendations.
- 17. (Record Retention)** In a manner consistent with GAAP and Ohio EPA directives, Grantee shall keep full and complete documentation of all fiscal accounting and any other record or document required by this Agreement on file for five (5) years after the Project Closure Date, or as such date may be renewed or extended, provided that if any litigation, claim, or audit is instituted before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Documentation supporting fiscal accounting shall be filed in a manner allowing for the documentation to be readily located.

- 18. (Access to Records)** During the term of this Agreement and until five (5) years after the Project Closure Date or as extended pursuant to Agreement, Grantee shall provide Ohio EPA and the State of Ohio, 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 Ohio EPA within two (2) weeks following a written request, any books, documents, papers and records of Grantee involving transactions or other activities related to this Agreement.
- 19.1 (Audit)**
- a. Ohio EPA and the State of Ohio, or their duly authorized representatives shall have the right to audit Grantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
 - b. Grantee shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by Ohio EPA, and follow up on such findings as directed.
- 20. (Evaluations)** The Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under this Agreement in conjunction with the milestone dates, the time remaining for performance within the project period, the availability of award monies necessary to complete the project, and such other criteria as the Grant Coordinator deems relevant. After any evaluation, the Grant Coordinator may transmit to Grantee a written evaluation report and may require responses from Grantee. If responses are required, Grantee shall respond in writing within thirty (30) days of its receipt of the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.
- 21. (Quarterly Fiscal and Technical Reports)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, Grantee shall submit quarterly fiscal and technical reports, both with required original signatures and certifications, summarizing project activities before the thirtieth (30th) day following the quarter. Grantee shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit required reports will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.
- 22. (Closing Report)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, closing fiscal summary and technical reports (together referred to as "Closing Report") shall describe all fiscal and technical activities and accomplishments during the term of this Agreement. The Closing Report shall integrate and add to all previously submitted fiscal and technical reports, use the most recent reporting format provided by Ohio EPA, and

shall be submitted within forty-five (45) days after the Project Closure Date or such renewed or extended date.

ARTICLE V **Suspension or Termination**

- 23. (Suspension or Termination)** The Grant Coordinator, by providing written notice to Grantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and require total or partial refund of any award monies provided under this Agreement, including interest which may have accrued on such monies, if in the Grant Coordinator's judgment:
- a. Grantee failed to comply with or satisfactorily perform any duty or obligation required by this Agreement,
 - b. Grantee 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 project period,
 - c. Grantee has not complied with state laws or rules,
 - d. Satisfactory performance of this Agreement is substantially endangered,
 - e. There is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or
 - f. Upon other just cause.
- 24. (Cessation of Work/Report)** Grantee upon receipt of a notice of suspension or termination shall immediately cease work on the suspended or terminated activities and take all necessary and appropriate steps to limit expenditures and minimize costs, and shall within thirty (30) days of receipt of such suspension or termination notice, submit a written report that identifies and details the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by Ohio EPA.
- 25. (Payment of Services)** Grantee shall be reimbursed for eligible cost incurred and uncancelable commitments for activities related to the workplan up to the date Grantee received notice of suspension or termination, less any payments previously received, provided Grantee has supported such payments requests with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by Ohio EPA for which Grantee has not rendered services or cannot support such payment with detailed factual data, shall be returned to Ohio EPA.

26. **(Waiver of Additional Compensation)** Grantee agrees to waive any right to, and shall make no claim for, additional compensation against Ohio EPA by reason of such suspension or termination.
27. **(Termination of Agreement by Grantee)** Grantee may terminate this Agreement upon receipt by Ohio EPA of thirty (30) days prior written notice, whereupon termination shall be administered as if commenced by Ohio EPA.
28. **(Mutual Termination)** Upon mutual written, signed consent of the parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Grantee shall submit a request for payment which shall be reviewed pursuant to this Agreement.
29. **(Legal and Equitable Remedies)** The Director reserves the right to seek any and all other legal and equitable remedies.

ARTICLE VI **Liability**

33. **(Liability)**
 - a. Each party agrees to be responsible for any and 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 Grantee, 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. Neither party 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 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, Ohio EPA's liability to Grantee for damages, whether in contract or in tort, shall not exceed the amount of award monies earned to date under this Agreement or the amount of direct damages incurred by Grantee, whichever is less. Grantee's sole and exclusive remedies for Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable to Grantee for any indirect or consequential incidental, special or punitive damages, including, but not

limited to, loss of profits, even if the State, Ohio EPA, or Ohio EPA employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Grantee 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. Ohio EPA is hereby released from any and all liability for injury received by Grantee, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.

ARTICLE VII **Debarment**

34. **(Debarment)** Grantee hereby certifies, affirmatively represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to R.C. 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any award monies provided to Grantee pursuant to this Agreement shall be immediately repaid to Ohio EPA and an action may be immediately commenced by the State of Ohio for recovery of said monies.

ARTICLE VIII **Agreement**

35. **(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, provided that any such modification, amendment, supplementation, or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA'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.
36. **(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.

- 37. (Controlling Law/Jurisdiction)** This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 38. (Current Version and Incorporation by Reference)** Where this Agreement references or cites to a state or federal law, statute, rule or regulation where compliance is to be achieved, 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. All documents that are affixed or attached to this Agreement are hereby incorporated by reference into this Agreement as if fully rewritten herein.

ARTICLE IX **Executive Orders**

- 39. (Executive Orders)**
- a. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Grantee shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors, the goods and services acquired under this Agreement.
 - b. Grantee affirms to have read and understands Executive Orders 2019-12D and 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 Grantee 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.
 - c. Grantee affirms, understands, and agrees to disclose the principal location of business for the Grantee and subcontractors who are supplying services and immediately notify Ohio EPA of any change or shift in the location(s) of services performed by Grantee 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.

- d. If Grantee 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. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee 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 Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
- e. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- f. Notwithstanding the State permitting a period of time to cure the breach or Grantee'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 Grantee performed outside the United States.

ARTICLE X **Prohibitions / Compliance**

- 40. **(Contracts to Perform Substantially Identical Work)** Grantee certifies, represents, and warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of Ohio EPA 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.
- 41. **(Nondiscrimination / Written Affirmative Action Plan)**
 - a. Pursuant to R.C. 125.111 and 4112.02, Grantee, its employees, and any person acting on behalf of Grantee 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. 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. Grantee affirms that it has read and understands the aforementioned Revised Code sections and if applicable, shall abide therewith in the performance of this Agreement.

42. (Human Trafficking) Grantee and any person acting on behalf of Grantee shall not engage in human trafficking; procure a commercial sex act or use forced labor in the performance of this Agreement.

43. (Smoke Free and Drug-Free Workplaces) Grantee 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.

44. (Statutory Conflicts / Contributions / Soliciting Donations / Self Promotion)

- 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. Pursuant to its standard operating procedures and a due diligence inquiry, Grantee hereby certifies, to the best of its knowledge, that Grantee, 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.
- c. Grantee shall not use any award monies to solicit donations or memberships to Grantee's organization. Use of or reference to, this Agreement, or the existence thereof, by Grantee to promote the business of Grantee is prohibited, unless otherwise consented to in writing by the Grant Coordinator.
- d. No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work and the end of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his / her functions and responsibilities with respect to said work.
- e. 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 Grant Coordinator in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the Grant Coordinator determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.

- f. Grantee certifies, represents, and warrants that Grantee 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. Grantee further certifies, represents, and warrants that in the performance of this Agreement, Grantee shall at all relevant times comply with R.C. 102.04, and ensure that Grantee's employees comply with said Statute.
- g. In the performance of this Agreement, any of the persons enumerated in the above paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

- 45. **(Lobbying)** Grantee shall not use any award monies 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. Lobbying Activity Forms may be attached to this Agreement.
- 46. **(Certification Against Unresolved Findings for Recovery)** Grantee 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 Grantee shall immediately repay to Ohio EPA any award monies paid under this Agreement.
- 47. **(Compliance / Assistance)** In the performance of the duties and obligations under this Agreement, Grantee shall comply with and/or assist the Ohio EPA in compliance with, all applicable:
 - a. State of Ohio 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. Applicable state or federal laws, rules, or regulations.

ARTICLE XI
Miscellaneous

- 48. (False Claims)** Grantee shall promptly notify the Grant Coordinator and refer to the Ohio Inspector General any credible evidence that any person has committed a civil or criminal violation of law involving the award monies.
- 49. (Signage) RESERVED**
- 50. (Public or Media Events)** Within twenty (20) working days advance notice, Grantee shall notify the Grant Coordinator of public or media events or news releases publicizing the accomplishments or significant events as a result of this Agreement and provide the opportunity for attendance and participation or a statement by the Ohio EPA.
- 51. (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.
- 52. Management Practices**
- a. Grantee shall properly operate and maintain any best management practices or management practices implemented through this Agreement in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project, Grantee shall consider the potential impacts of climate events (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and to the maximum extent feasible, incorporate resilience to the potential impacts of climate events into the design, implementation, and operations of the project.
 - b. If the installation of best management practices is funded under this Agreement, within ninety (90) days after the effective date of this Agreement Grantee shall provide the Grant Coordinator with documentation of the anticipated useful life period, in terms of years, of the best management practices and assurances that best management practices will be properly operated and maintained throughout the anticipated useful life period in accordance with the design standards and specifications. Failure to provide the above best management practices documentation within the prescribed period may result in delayed processing of payment requests. Best management practices installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the Grant Coordinator, for reimbursement under this Agreement.

53. **(Disposition of Waste)** Disposal of all wastes shall be in accordance with state and federal regulations and rules and is the responsibility of the Grantee.
54. **Timely Fiscal Expenditures.** Grantee shall ensure that award monies are expended timely, commensurate to the progression of project. To ensure compliance with unliquidated obligations policies, Grantee shall notify the Grant Coordinator of potential drawdown delays that exceed 180 days.
55. **(Inability to Meet Outputs / Outcomes)** Grantee shall inform the Grant Coordinator as soon as problems, delays, or adverse conditions that will materially impair Grantee's ability to meet the outputs/outcomes specified in the project's scope of work, work plan or comparable activities or tasks, are known.
56. **(Documents to be Submitted at time of Signature) RESERVED**
57. **(Conflict)** Where there is a conflict or inconsistency between the body of this Agreement and an attachment, the attachment shall govern.

By signing below, Grantee assures and certifies that the specific information detailed in this Agreement is current, accurate and complete, and that Grantee has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project described in this Agreement.

By signing below, Grantee further assures and certifies that Grantee and its principals, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts, or the like,
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b, and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

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

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.

(Grantee's Signature)

(Date)

(Print Name)

(Print Title)

Anne. M. Vogel, Director
Ohio Environmental Protection Agency

(Date)

APPENDIX A-Project Deliverables

City of Willowick

H2Ohio River Initiative Chloride Reduction-Equipment

24H2OSALT-109E

Objectives	Deliverables	Deliverable Units		Description
Equipment	Liquid Brine Distributer	1	Distributor	Successful completion of this project will allow the City of Willowick to purchase one new ICS-300 300 gallon ice control sprayer and required accessories to outfit one truck with brine spreading capabilities.
Project Specific Outreach	Press Release	1	Release	Project will be supported with an educational and outreach component that will include activities such as developing a press release, updating a website and a post to social media, ect.
	City Council Announcement	1	Announcement	
	Website Update	1	Update	
	Social Media Post (Facebook)	1	Post	
Project Reporting	Submit semi-annual Technical Reports	2	Reports	Submit required reports to Ohio EPA at specified intervals
	Submit quarterly Fiscal Reports	4	Reports	
	Submit closing Fiscal Report	1	Report	
	Submit closing Technical Report	1	Report	

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APPENDIX B-Approved Budget

City of Willowick

H2Ohio River Initiative Chloride Reduction-Equipment

24H2OSALT-109E

Budget Form Worksheets

Category	Category Totals
Personnel	\$0
Fringe	\$0
Travel	\$0
Equipment	\$11,275
Supplies	\$0
Contractual	\$0
Other	\$0
Cost Share	\$0
Total	\$11,275

Budget By Funding Source

Category	H2Ohio Funds	Local	Category Totals
Personnel	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$11,275	\$0	\$11,275
Supplies	\$0	\$0	\$0
Contractual	\$0	\$0	\$0
Other	\$0	\$0	\$0
Cost Share	\$0	\$0	\$0
Total	\$11,275	\$0	\$11,275

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APPENDIX B-Approved Budget

City of Willowick

H2Ohio River Initiative Chloride Reduction-Equipment

24H2OSALT-109E

Equipment Subform

	Amount	Justification
1	\$11,275.00	Costs associated with purchasing brine spreader ICS-300 including, but not limited to, electronic controler, hose reel and turret boom.
	\$11,275.00	SUBTOTAL

ATTACHMENT

**GRANT
APPLICATION**

(or applicable portions)



Part 1: Cover Sheet

Project Applicant Information

Organization: City Of Willowick

Mailing Address: 31230 Vine St.

City: Willowick

State: OH

Zip+4 44095

County:

Lake

Federal Tax Identification #: 34-6003088

Do you apply salt or other deicers to roads, sidewalks or surface lots throughout your territory?

YES

Please ensure the person designated as the authorizing official has full authority to sign the grant agreement and any contracts related to the grant.

General Project Information

Project Manager

First Name Todd

Project Manager

Last Name Shannon

Phone Number (with Area Code) 440-585-0963

Project Manager

Email: tshannon@cityofwillowick.com

Address: (if different from above)

City: **State:** **Zip +4**

Total Funds

Requested: \$11,275.00

Watershed Name

(12-digit HUC): Lake Erie

USGS 12-digit HUC

Number Code: HUC12-042600000102

This project is described in an approved 9-Element Ohio Nonpoint Implementation Strategy (NPS-IS) or AMDAT strategy?

- Yes No
 (see Below)
 Not Sure

If not described in an approved 9-element NPS-IS, are you preparing or updating an existing NPS-IS?

Not at this time

Applicant Authorization

To the best of my knowledge and belief, all data and information contained in this project application is true, current, and correct. This application package is duly authorized by the following governing body:

Authorized Individual Name:

Title:

Authorized Individual

Date:

This signature may be submitted with an esignature on the Adobe PDF copy. Otherwise, this page may be printed, signed, scanned, and submitted along with the full Microsoft Excel file and Adobe file submitted via email to cara.hardesty@epa.ohio.gov and john.mathews@epa.ohio.gov. Thank you.

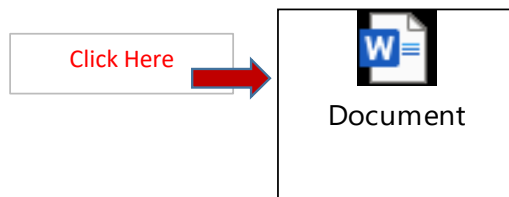


Part 2: Project Grant Budget

Category	Description	Grant Dollars	Line Item Total	Entity Owning Equipment or Site Improvement
Equipment	Liquid Brine Distributer	\$11,275.00	\$11,275.00	City of Willowick
Choose an Item				
Choose an Item				
Choose an Item				
Choose an Item				
Grand Total		\$11,275.00	\$11,275.00	

Part 3: Project Work Plan

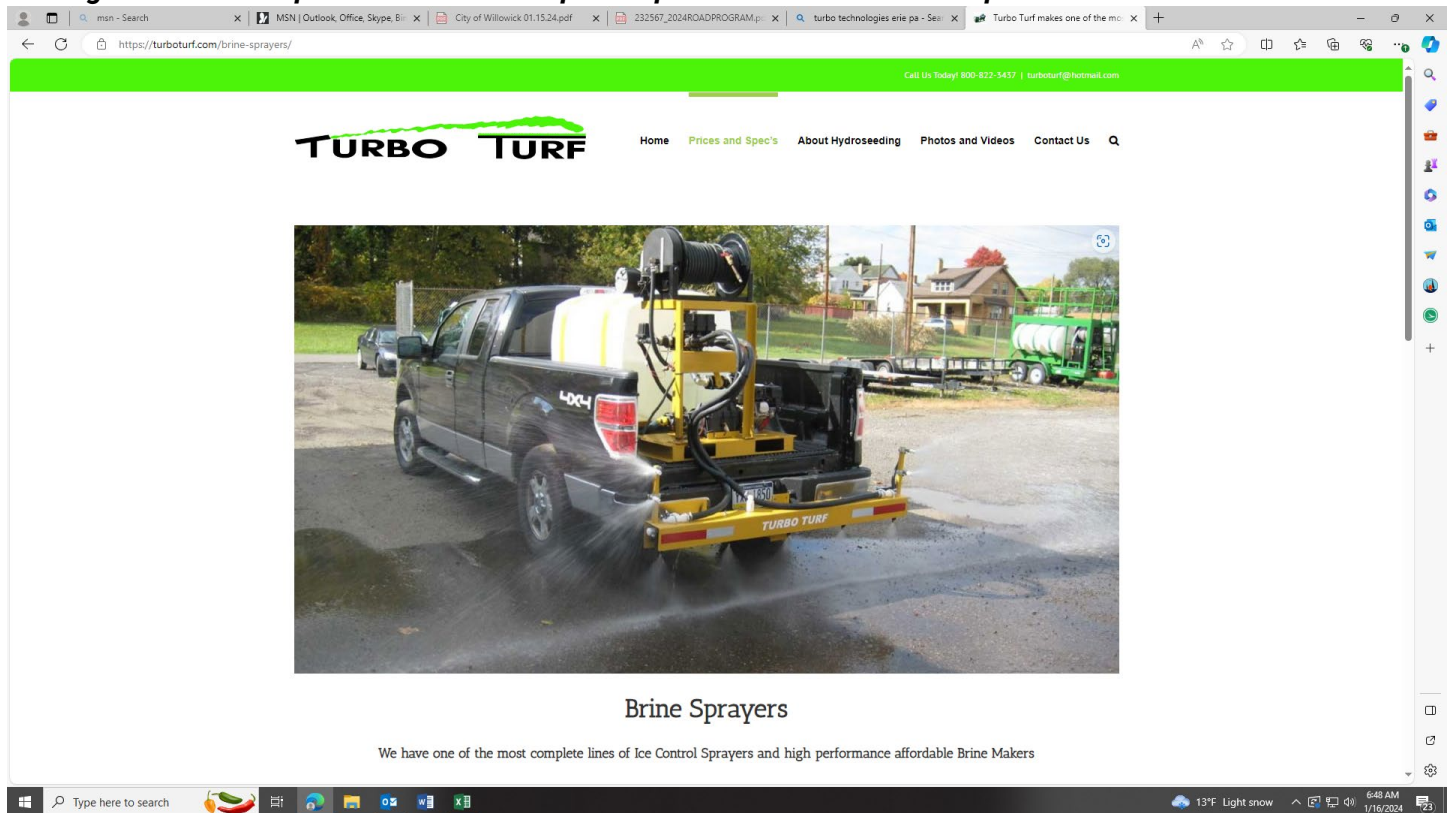
Provide an overview of the proposed project. Please include the current status of equipment or facilities, benefits of new or improved equipment or facilities, projected timeline of purchase/construction, and a detailed description of budget line items and how they fit within the scope of your project. If it is necessary to include budget information from outside of the grant term , please indicate it will not be covered with grant funds. Graphics, documents, tables, or photos are encouraged.



****Double click on Word document box. A blank Microsoft Word document will open. Please type the project overview in this document. This document will save within the Excel document. You do not need to print this off seperately.****

Organization: City of Willowick

We are pursuing this grant opportunity to secure funding for a liquid brine distributor to cut down on the amount of salt that we use during the winter months. We currently have one of these distributors in our inventory that was purchased in 2014. We started using it then and almost immediately noticed a reduction in salt usage. It gave us the ability to get out ahead of some of the snow events by pre-treating our roads and thus limiting the amount of salt that we needed to put down to break through that hard pack that eventually would form. We are located on the shores of Lake Erie so any reduction in the amount of salt that we are putting down has a direct impact on the lake. If these funds are approved we will move forward with the purchase of this new distributor immediately. The use of grant monies to purchase this will help free up monies for other road repairs that are needed.



The screenshot shows a web browser window displaying the Turbo Turf website. The browser's address bar shows the URL <https://turboturf.com/brine-sprayers/>. The website has a green header with the text "Call Us Today! 800-822-3437 | turboturf@turboturf.com". Below the header is the "TURBO TURF" logo and a navigation menu with links for "Home", "Prices and Spec's", "About Hydroseeding", "Photos and Videos", and "Contact Us". The main content area features a large photograph of a black pickup truck equipped with a yellow Turbo Turf brine sprayer. The truck is shown from a rear three-quarter view, spraying a fine mist of liquid onto a paved surface. Below the image, the text "Brine Sprayers" is centered, followed by the subtext "We have one of the most complete lines of Ice Control Sprayers and high performance affordable Brine Makers". The Windows taskbar at the bottom of the screen shows the search bar, several application icons, and system tray information including "13°F Light snow" and the date "6:48 AM 1/16/2024".

Turbo Technologies Inc.
 1500 First Ave.
 Beaver Falls, PA 15010
 USA

QUOTATION

Quote Number: 51425
 Quote Date: Jan 4, 2024
 Page: 1

Voice: 1(800)822-3437
 Fax: 1(724)846-3470

Quoted To:
 City of Willowick
 31230 Vine Street
 Willowick, OH 44095
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
City of Willowick	2/3/24	30 days with PO#	

Quantity	Item	Description	Unit Price	Amount
1.00	ICB-300-008B	ICB-300. 300 gallon ice control sprayer, 5.5 HP Honda Engine, elect. Ace Pump - e-coated, fork lift slots	4,185.00	4,185.00
1.00	EC-3	Electronic controller for three lane valves for GPS	4,485.00	4,485.00
1.00	B1-3TX	Turret boom for gas powered units, extender nozzles to spray 3 lanes	1,095.00	1,095.00
1.00	ICHR 06	ICHR Manual Hose reel with 100' hose, gun, and nozzle for de-icing	895.00	895.00
Subtotal				10,660.00
Sales Tax				
Freight				595.00
TOTAL				11,255.00



Project Impact

What is the area impacted by this project? What percentage of your equipment or storage area will benefit from this proposal? Example responses might include: 100% of our fleet will be upgraded with calibrated equipment. Include a description of operations and your project's site and service area.
(If more space is needed please add additional sheet labeled with question heading.)

The purchase of this distributor will have an overall impact on the City as a whole. We can use 1 distributor to cover all the mains, secondary, and school zones within our City. We had one in the past that has now seen its best years behind it. This gives us the ability to have another tool in the toolbox for sensible salting.



Financial Need and Project Commitment

Explain the financial need for requesting grant funds and how funding will support the success of your project. Describe your organization's long-term operational and financial commitment to your project. What type of strategies are in place to continue to support your project without additional and/or future grant funding?

(If more space is needed please add additional sheet labeled with question heading.)

We operate on a slim budget as most cities do these days. The ability to go out and purchase this piece of equipment with grant funding means that we can free up those monies to be spent in other areas of the city, such as road repairs that we otherwise wouldn't be able to.

Cooperative Effort

Is this work being conducted in cooperation with other local government entities in your area? **Please answer Yes or No.** If Yes, describe how this is a cooperative or regional effort. (Example - Municipalities, villages, and/or townships in county are cooperating together on this effort to upgrade snow removal equipment.)

NO

If Yes, Please explain below

(If more space is needed please add additional sheet labeled with question heading.)

Metrics

Explain how the success of your project will be measured and evaluated. Examples include, but are not limited to, amount of salt tracked and applied, amount of salt reduced, contamination reduction with facility upgrades, etc.

(If more space is needed please add additional sheet labeled with question heading.)

We started using brine about 10 years ago. Before that, it was just us dropping straight salt with at least half of what was coming out of the spinner hitting the road and bouncing to the gutter line during a period of light snow or freezing conditions. When we purchased our brine distributor we were able to go out before an event and pre-treat the roads ahead of time saving on some of that salt that would have otherwise wound up in the catch basins and eventually out to the lake. We have started tracking salt usage over the last few years and have seen a reduction in the amount used with the ability to pre-treat our roads ahead of an event.

Funding Source Acknowledgement

Ohio EPA requires you to acknowledge the grant program's participation in your project. How will you incorporate this? Examples include, but are not limited to, a funding announcement or news release by recipient, social media post by recipient
(If more space is needed please add additional sheet labeled with question heading.)

We will announce our participation in this project at our City Council meeting as well as a press release in the local newspaper. We will also put it on our City website and our City Facebook page.

Training

Is your organization committed to providing training on the appropriate use of equipment and facilities purchased with this funding and for the purpose of preventing impairing surface and ground water resources due to deicing materials?

YES