

**OHIO ENVIRONMENTAL PROTECTION AGENCY
MOSQUITO CONTROL GRANT AGREEMENT
SFY 2020 – 2021**

This agreement is entered into by and between the Ohio Environmental Protection Agency, hereinafter referred to as the "Agency", and **Lorain County Public Health**, hereinafter referred to as the "Grantee" (and, together the "Parties"). The purpose of this agreement is to administer the 2020 Mosquito Control Grant Award for the Grant Project submitted for funding by the Grantee. This agreement is referred to herein as "The Agreement".

WHEREAS, the Parties wish to enter into this Agreement to protect human health and the environment by mitigating the potential for an outbreak of mosquito borne viruses.

WHEREAS, the Agency desires to award a grant to the Grantee; and

WHEREAS, the Grantee desires to perform and complete such work, activities, and requirements as prescribed by Agency.

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

ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP

- 1.1 The Director of the Agency has the authority, pursuant to Ohio Revised Code (ORC) §3734.281, to enter into grant agreements with state and local government agencies, nonprofit organizations and colleges and universities for the purpose of carrying out the responsibilities of the Agency for which the money can be expended from the environmental protection remediation fund. The Agency may use the money in the fund to remediate conditions at a location that the Director has reason to believe has a substantial threat to public health or safety or the environment.
- 1.2 The Director of the Agency has the authority, pursuant to ORC§ 3734.82 (G)(1), to expend amounts that he determines necessary to implement, administer, and enforce the scrap tire provisions in ORC Chapter 3734 that include but are not limited to abating the accumulation of scrap tires that constitute a threat to human health or safety or the environment.
- 1.3 **(DMWM Chief)** Agency through the Chief of the Division Material and Waste Management (DMWM) shall be responsible for the evaluation of the Grantee's performance, authorization of payments to the Grantee, and authorizations of any and all modification(s) to the Agreement. The DMWM Chief, or his/her designee, shall coordinate communications with the Grantee's Authorized Official.
- 1.4 **(Grantee's Authorized Official)** The Grantee's Authorized Official or his/her designee shall, in accordance with the proposed budget, coordinate: 1) the work,

activities, and requirements set forth in the Agreement; 2) the work, activities and requirements set forth in the Grant Application; The Grantee's Authorized Official or his/her designee shall coordinate all work through the DMWM Chief, or his/her designee. The Grantee's Authorized Official, if duly authorized by Grantee, shall be the person who executes the Agreement on behalf of the Grantee. Grantee's Authorized Officials shall communicate with the Agency through the DMWM Chief, or his/her designee.

- 1.5 **(Reliance on Grantee's Representation)** The Grantee acknowledges that the Agency enters into the Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder. Grantee warrants that it possesses the necessary expertise and experience to perform its obligations. Further, Grantee warrants and represents that all persons involved in Grantee's performance of work under the Agreement are, or will be, prior to any performance prescribed or required by the Agreement, properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.
- 1.6 **(Grantee Responsible)** Agency retains the right to ensure, by any means necessary, that Grantee's work is in conformity with the terms and conditions of the Agreement. Aside from that right, Grantee shall be solely responsible for the performance of the requirements under the Agreement. Agency shall not hire, supervise, nor pay any assistants, workers or any other employees or subcontractors of Grantee. Agency shall not be required to provide any training to Grantee to enable it to perform services required hereunder. Nothing herein shall be construed to imply that Agency shall have or may exercise any right of control over Grantee with regard to the manner or method of Grantee's performance of the services. The management of all work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee.
- 1.7 **(Grantee's Independence)** It is fully understood and agreed that the Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents or employees of the State of Ohio. Grantee acknowledges and agrees that any individual providing services under the Agreement is not a public employee of Ohio EPA for purposes of ORC Chapter 145.
- 1.8 **(Reimbursement/Confidentiality)** In the event of a termination of the Agreement by Agency, Grantee shall be reimbursed for applicable expenses in accordance with the procedure described in Section 4, below. The provisions of the Agreement relating to confidentiality, if any, shall remain binding upon Grantee in the event of termination.
- 1.9 **(Grantee Responsible for Business Expenses)** Grantee shall be solely responsible for all of Grantee's business expenses, including, but not limited to,

computers internet access, software, phone services, required licenses and permits, permanent employees' wages, salaries and 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. Grantor has sole exclusive discretion to permit expenses for computers and software when circumstance dictate the necessity for these purchases. Grantee must have pre-purchase approval from Grantor before acquiring computers or software.

- 1.10 **(Neither Party May Bind Other)** Except as expressly provided herein, neither of the Parties shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.11 **(Compliance with ORC)** The Parties expressly agree that none of the rights, duties, and obligations herein shall be binding on either party if the Agreement, or any part of it, is contrary to the terms of ORC 3517.13, ORC 127.16, or ORC Chapter 102.

ARTICLE II: SCOPE OF WORK

- 2.1 **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of the Agreement. 2) the work, activities, and requirements set forth in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; (Exhibit A is hereby made a part of the Agreement and incorporated herein by reference.)
- 2.2 **(Adherence to Budget)** The Grantee has submitted to the Agency, as a condition precedent to the Agreement and part of the Grant Application a proposed budget of costs. The Grantee represents and warrants that the proposed budget of costs accurately reflects anticipated project resources and expenditures for the term of the Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of the Agreement and in "**Exhibit A**" in accordance with the proposed budget of costs. If the Grantee desires to modify the budget of costs, the Grantee may only do so in accordance with the terms of Article XVIII, below.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 **(Term of Agreement)** The Parties agree that the Agreement is effective on the date when the last required signature is affixed hereto and runs through June 30, 2021, except that the Grantee agrees to retain fiscal records according to Article VII.
- 3.2 **(Project Period)** The Parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, or the date suggested in the guidelines, whichever is later, and runs through **06/30/2021**.

- 3.3 **(Biennium limitation; renewal at discretion of Director)** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021. At Ohio EPA's discretion, this Agreement may be renewed by the parties by executing a new agreement based on the same or modified terms and conditions of this Agreement, or other legally acceptable method. Such renewal may consist of a short-form renewal agreement. In no event may any agreement involving an expenditure of funds extend beyond the expiration of the biennium in which the agreement commences. Alternatively, Agency may renew this Agreement on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences.

ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES

- 4.1 **(Award Amount)** The Agency hereby awards a grant amount not to exceed **\$10,000** to the Grantee.
- 4.2 **(Satisfactory Performance)** The Parties acknowledge and agree that all payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in the Agreement.
- 4.3 **(Unspent Funds)** Within ninety days of the date of the close of the Project Period, the Grantee shall notify the Agency of any unspent grants funds. Grantee shall include with the notification a proposal to use the remaining funds that is consistent with the purpose of this grant. The Agency shall then decide whether the unspent grant funds can be used for the designated purpose. If the Agency does not agree with the intended purpose, then the unspent fund shall be returned to the Agency. Checks shall be made payable to the Treasurer of the State of Ohio and mailed to the Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, Columbus, Ohio 43216-1049.
- 4.4 **(No Reimbursement for Certain Expenses)** The Grantee shall not be reimbursed for lodging, or other expenses incurred in the performance of the Agreement not identified in the grant proposal and approved in the grant award letter. Grantee may be reimbursed for mileage for mosquito surveillance in accordance with the Internal Revenue Service's standard mileage rate.
- 4.5 **(Prohibited Expenditures)** The Grantee may not use any funds granted under the Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges above the

amount allowed in the current Agency grant application guidelines (all costs must be directly attributed to project activities); and i) anything else listed in current Agency grant application guidelines as being prohibited.

- 4.6 **(Payment of Debts)** The Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to the Agreement. The Agency and its agents and employees assume no responsibility for the payment of any expense or debt incurred by the Grantee.
- 4.7 **(Liability)** The Director, employees and representatives of the Ohio EPA shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

ARTICLE V: AVAILABILITY OF FUNDS

- 5.1 **(Funds Available)** The Parties acknowledge and agree that none of the rights, duties, and obligations described in the Agreement shall be binding on either party until all relevant funding provisions of the ORC, including, but not limited to, ORC 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Agency gives Grantee written notice that such funds have been made available to the Agency by Agency's funding source. If the Agency should learn that funds are unavailable to meet its obligations set forth herein, the Agency shall notify Grantee and the Agreement shall be deemed void *ab initio*.

ARTICLE VI: DISPUTES AND TERMINATION

- 6.1 **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to the Agreement, or breach thereof, shall be resolved by the Director, after the DMWM Chief has endeavored to resolve the dispute through discussions with the Grantee's Authorized Official.
- 6.2 **(Suspension/Termination)** As part of the resolution of any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to the Agreement, or breach thereof, the Director may immediately, with written notice to the Grantee, suspend or terminate the Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments made to the Grantee by the Agency, if it appears to the Director that: 1) the Grantee has not substantially performed according to the terms of the Agreement; 2) the Grantee has not shown the ability to perform in the future; 3) the Grantee has violated Federal or State laws or regulations; or 4) the effective performance of the Agreement is substantially endangered.

- 6.3 **(Cessation of Activities)** The Grantee, upon receipt of notice to suspend or terminate project operations, shall cease all work under the Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by the Agency. In the event of suspension or termination, any payments made by the Agency for which Grantee has not performed work shall be refunded.
- 6.4 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against the Agency by reason of such suspension or termination.

ARTICLE VII: RECORD KEEPING

- 7.1 **(Records Retention)** The Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five years from the date on the grant award letter. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to the Agreement.
- 7.2 **(Separate Accounting)** The Grantee shall establish and maintain separate accounting records for the management of funds pursuant to the Agreement consistent with generally accepted accounting practices.
- 7.3 **(Supporting Records)** The Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records for such expenditures consistent with generally accepted accounting practices.
- 7.4 **(Access and Audit)** The Grantee shall provide the Agency with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two weeks following the Agency's written request for such access. The DMWM Chief, or his/her designee, shall have the right to conduct a compliance audit of the Grantee's financial records of the Grant Project and to take such other action as is necessary to verify the accuracy of the amounts of compensation claimed by the Grantee hereunder. In the event of a special audit, the Grantee or the Cooperating Enterprise, as applicable, will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

ARTICLE VIII: GRANTEE PROJECT REPORTS

- 8.1 **(Fiscal Progress Reports)** Fiscal Progress Reports, if requested by the Agency, shall account for the fiscal activity of the Grant Project for the time periods accompanying each request for payment. The Fiscal Progress Reports must be

signed by two individuals, unless the Parties agree otherwise. The reports may be signed by the Authorized Official and/or Fiscal Agent.

- 8.2 **(Final Report)** Final Report shall meet the requirements set forth in the 2020 Final Report Form (Exhibit B).

ARTICLE IX: RELATED AGREEMENTS

- 9.1 **(Work to be Performed by Grantee)** The work contemplated in the Agreement is to be performed by Grantee, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or services as contemplated in the Grant Application. Grantee shall not enter into other subcontracts without prior written approval of the DMWM Chief. All work subcontracted shall be at Grantee's expense but grant funds may be used.
- 9.2 **(Grantee Remains Responsible)** No agreement between the Grantee and any third party for contractual services related to the grant project shall relieve the Grantee of any of its responsibility under the terms and conditions of the Agreement.
- 9.3 **(Grantee Shall Bind Subcontractors to Terms of This Agreement)** Grantee shall bind its subcontractors to the terms of the Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision that seeks to bind the Agency to terms inconsistent with the Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by the Agreement.

ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 **(No Acquisition of Interest)** In the performance of the Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of the Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and fulfillment of Grantee's functions and responsibilities with respect to the Agreement.
- 10.2 **(Disclosure of Conflicting Interest)** Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of Section 10.1, shall immediately disclose such interest to the DMWM Chief in writing. Thereafter, that person shall not participate in any action affecting the work under the Agreement, unless the DMWM Chief shall determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 10.3 **(Compliance with Other Ohio Ethics and Conflicts of Interest Laws)** Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee

engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that neither Grantee nor any of its personnel will do anything that is inconsistent with such laws.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 **(Nondiscrimination in Hiring)** Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC 4112.01, military status (past, present or future), national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under the Agreement.
- 11.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability as defined in ORC 4112.01, military status (past, present or future), national origin, or ancestry.
- 11.3 **(Affirmative Action)** If required by ORC 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <http://www.business.ohio.gov/>.)
- 11.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

ARTICLE XII: PURCHASING REQUIREMENTS; PROHIBITION AGAINST PERFORMANCE OF SERVICES OFFSHORE

- 12.1 **(Purchase Ohio)** Pursuant to Executive Order 2008-12S, Grantee and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under the Agreement.
- 12.2 **(Purchase Minority, Diversity, and Equity)** Pursuant to Executive Order 2008-13S, Grantee and its subcontractors, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) program vendors. EDGE program guidance may be found by accessing the following website:

<https://das.ohio.gov/Divisions/Equal-Opportunity/MBE-EDGE-Contracting-Opportunity-Tool-Kit#4338950-outreach-events>, and a list of State-certified MBE businesses is at: <https://eodreporting.oit.ohio.gov/>.

- 12.3 **(Grantee Will Abide By Executive Order 2019-12D/Offshore Services Prohibited)** Grantee affirms to have read and understands Executive Order No. 2019-12D and shall abide by those requirements in the performance of the Agreement, and shall perform no services required under the Agreement outside the United States. Notwithstanding any other terms of the Agreement, the State of Ohio reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State of Ohio does not waive any other rights and remedies provided the State of Ohio in the Agreement. The Executive Order is available at <http://www.governor.ohio.gov/Default.aspx?tabid=1495>.
- 12.4 **(Grantee Will Abide By Executive Order 2019-12D and Make Certain Disclosures)** Grantee also affirms, understands, and agrees to immediately notify Ohio EPA of any changes or shift in the location(s) of services performed by Grantee or its subcontractors under the Agreement and no services shall be changed or shifted to a location(s) that is/are outside the United States.
- 12.5 **(Performance of Services Outside U.S. is Material Breach)** If Grantee or any of its subcontractors perform services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State of Ohio is not obligated to pay and shall not pay for such services.
- A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State of Ohio all funds paid for those services. The State of Ohio may also recover from the Grantee all costs associated with any corrective action the State of Ohio may undertake, including, but not limited to, an audit or a risk analysis, as a result of Grantee performing services outside the United States.
- A. The State of Ohio, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State of Ohio may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- B. The State of Ohio does not waive any of its rights and remedies provided to it in the Agreement, including, but not limited to, recovery of funds paid for services the Grantee performed outside of the United States.

ARTICLE XIII: RESPONSIBILITY/DAMAGES

- 13.1 **(Responsibility)** Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of that party's own negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.
- 13.2 **(No Special Damages)** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XIV: COMPLIANCE WITH LAWS

- 14.1. **(Compliance With Other Laws.)** In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable Federal, State, and local laws in the performance of the Agreement including the campaign contributions limits in ORC 3517.13 (if applicable) Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under the Agreement.

ARTICLE XV: DRUG FREE WORKPLACE

- 15.1 **(Drug-Free Workplace)** Grantee agrees to comply with all applicable Federal, State, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of the Agreement.

ARTICLE XVI: CAMPAIGN CONTRIBUTIONS

- 16.1 **(Campaign Contributions)** The Grantee agrees not to use any funds received under the Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency. The Grantee certifies that the Grantee and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the State of Ohio Ethics Laws (including conflicts of interest) included in ORC Chapter 102 and Campaign Contribution Limitations pursuant to ORC Section 3517.13, and will not perform any act that is inconsistent with those laws.

ARTICLE XVII: ENTIRE AGREEMENT/WAIVER

- 17.1 **(Entire Agreement)** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties.
- 17.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
- 17.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under the Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XVIII: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES

- 18.1 **(Project Budget Modifications)** The Grantee may modify a budget line item, as contained in Exhibit A, without prior written approval of the Agency, provided these modifications do not modify the project activities and do not increase the total project cost. The Grantee shall provide the DMWM Chief written notice of these changes and a revised budget in written form within thirty days after the Grantee's determination that a revision to the budget is needed. Further, the Grantee shall maintain documentation of all budget line item modifications in its fiscal records.

ARTICLE XIX: HEADINGS

- 19.1 **(Headings)** The paragraph and article titles and headings in the Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.

ARTICLE XX: SEVERABILITY

- 20.1 **(Severability)** A determination that any part of the Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

ARTICLE XXI: CONTROLLING LAW

- 21.1 **(Governing Law)** This Agreement shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XXII: SUCCESSORS AND ASSIGNS

- 22.1 **(Written Consent Required)** Neither the Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Agency. Any attempted assignment or delegation not consented to may be deemed void by the Agency.

ARTICLE XXIII: FINDINGS OF RECOVERY

- 23.1 **(No Unresolved Findings of Recovery)** Grantee warrants that it is not subject to an “unresolved” finding for recovery under ORC 9.24. Grantee agrees that if Grantee is subject to any “unresolved” finding for recovery under ORC 9.24, the Agreement is void *ab initio* and Grantee shall immediately repay to the State of Ohio any funds paid under the Agreement.

ARTICLE XXIV: DEBARMENT

- 24.1 Grantee represents and warrants that it is not barred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, the Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under the Agreement.

ARTICLE XXV: EXECUTION/EFFECTIVE DATE AND ELECTRONIC SIGNATURE

- 25.1 **(Full Execution Required)** This Agreement is not binding upon the Parties unless executed in full.
- 25.2 **(Execution)** Two or more copies of the Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or pdf form shall be deemed to be their original signatures for all purposes.
- 25.3 **(Electronic Signature)** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed

versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

By signing the signature page, the Grantee assures and certifies that the specific information detailed in the Agreement and the Grant Application (Exhibit A) are current, accurate and complete.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.



E-SIGNED by Scott Pozna
on 2020-04-21 13:07:22 EST

2020-04-21 13:07:22 UTC

Signature of Grantee's Authorized Official

Date

Scott Pozna

Name and Title of Authorized Official
(Please type or print)

Lorain County Public Health

Name of Organization
(Please type or Print)

Laurie A. Stevenson, Director, or Authorized Agent,
Signing on Behalf of
Ohio Environmental Protection Agency

Date