

**OHIO ENVIRONMENTAL PROTECTION AGENCY
MOSQUITO CONTROL GRANT AGREEMENT
SFY 2023 – 2024**

This agreement is entered into by and between the Ohio Environmental Protection Agency, hereinafter referred to as the "Agency", and **Galion City Health Department**, hereinafter referred to as the "Grantee" (and, together the "Parties"). The purpose of this agreement is to administer the 2023 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) §3745.01, to enter into contracts and grant 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 [...] chapter 3734..." including for the purposes for which the money can be expended from the scrap tire management fund.
- 1.2 The Director of the Agency has the authority, pursuant to ORC § 3734.82 (G)(1), to expend amounts that the Director determines necessary to implement, administer, and enforce the scrap tire provisions in ORC Chapter 3734 and the rules adopted thereunder.
- 1.3 **(DMWM Chief)** Agency through the Chief of the Division Material and Waste Management (DMWM) shall evaluate the Grantee's performance, to authorize 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)** Grantee shall perform all work in conformity with the terms and conditions of the Agreement. Agency retains the right to monitor Grantee's compliance with the terms and conditions of this Agreement. 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 any of its employees or 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)** 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. 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, unless modified in accordance with Section XVIII, neither of the Parties shall have the right to bind or obligate the other party.
- 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 eligible 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 April 30, 2024, 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 **04/30/2024**.
- 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 April 30, 2024. 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 **\$13,000** 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 thirty 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 2023 Final Report Form that will be submitted electronically at:

<https://ohioepa.custhelp.com/app/apply>. The Final Report should be submitted within ninety days of the close of the Agreement.

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 grant 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 they certify and demonstrate full compliance with all applicable federal and state ethics laws, including ORC Chapter 102.
- 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://procure.ohio.gov/bidders-and-suppliers/resources/01_selling+to+the+state, 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 <https://governor.ohio.gov/media/executive-orders/2019-12d>.
- 12.4 **Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Grantee affirms to have read and understands Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under this Agreement 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 from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Order is available at <https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D>.
- 12.5 **(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.
- 12.6 **(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.
- 18.2 **(Substantial Changes)** Any change proposed by Grantee that modifies the project activities or eligible project costs will be submitted to Ohio EPA for prior written approval and will be at Ohio EPA's discretion. Any changes or modifications made in accordance with this section 18.2 shall be contingent upon Ohio EPA written approval and shall comply with Federal and State law. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

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.

Signature of Grantee's Authorized Official

Date

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

Name of Organization
(Please type or Print)

Anne M. Vogel, Director, or Authorized Agent,
Signing on Behalf of
Ohio Environmental Protection Agency

Date



The Ohio Mosquito Control Grant Program

State of Ohio Environmental Protection Agency
Division of Materials and Waste Management

Exhibit A

2023 Mosquito Control Grant Application

Application Submission Information

Applicant Type: Local Health District

Application Date: 01/25/2023

Applicant Information

Galion City Health Department

OAKS ID: 0000104279

113 Harding Way East

Galion, OH 44833

Crawford County

Grant Application Contact Person

Andrea Barnes, Director of Environmental Health

Galion, OH 44833

Email: andrea.barnes@galionhealth.org

Phone: 419-989-3189

Authorizing Official

Galion City Health Department

Jason McBride, Health Commissioner

113 Harding Way East

Galion, OH 44833

Email: jason.mcbride@galionhealth.org

Phone: 419-468-1075

Fiscal Officer

City of Galion

Brian Saterfield, City Auditor

301 Harding Way East

Galion, OH 44833

Email: briansaterfield@galion.city

Phone: 419-468-1823

Funding Request

PROJECT CATEGORY	FUNDING REQUEST
Mosquito Surveillance	\$46.00
Larval Control	\$459.00
Adult Mosquito Control	\$1,226.00
Community Outreach and Education	\$3,659.00
Breeding Source Reduction	\$3,400.00
Contracted Services	\$4,210.00
Total Funding Request	\$13,000.00

Permanent Employees

The grant monies will not be used for FT or PT permanent employee wages or benefits.

Contracted Services

Mosquito Surveillance will be performed by contracted services funded by this application.

Larval Control will be performed by contracted services funded by this application.

Adult Mosquito Control will not be performed by contracted services funded by this application.

Project Eligibility

Breeding Source Reduction

The applicant is not eligible for a scrap tire no-fault grant.

The applicant is not eligible for a litter management grant.

The applicant is not aware of others requesting funds for same project location.

Mosquito Surveillance, Larval Control and Adult Control

The applicant has a surveillance plan to attach to this application.

The applicant is participating directly in ODH's statewide surveillance program.

The applicant is participating in integrated vector management.

Executive Summary

Introduction

The Galion City Health Department was founded in 1842 and serves a rural city of just over 10,000 people located in southeastern Crawford County. Our mission is to promote, improve and protect the health and well-being of the community we serve. GCHD has a vision to inspire and engage the community we serve to be optimally healthy. Our guiding principles allow us to collaborate with stakeholders to bring customer-focused excellence to our community. Not only do we serve the citizens of

Galion, but also serve many of the people throughout the county with our community outreach and education, thanks to the grants we receive. The advances in public health along with improved technologies continue to help us detect and reduce disease. In turn, this helps improve the quality of life in our jurisdiction and beyond.

Statement of Need

Galion City Health Department is not supported by a levy; instead, we seek out grants and contracted services to meet our mission. Environmental Health relies on cost analysis of mandated programs to support licensing and inspections. The state mandate to become a nationally accredited public health department has also put a financial strain on our budget. In order to continue a mosquito control program that is in the best interest of the public and the environment, the Galion City Health Department must obtain outside funding, like the Ohio EPA MCG.

The Galion City Health

Department receives a state subsidy equal to less than \$2,000/year, and we operate on approximately \$420,000 from the City of Galion's general fund, which is an increase, but it is mostly to support increases in salaries and benefits. The GCHD wants to support a mosquito control program that includes integrated pest management activities because it is most beneficial to our community's health, and it uses resources in a more effective manner.

Program Evaluation

The Galion City Health Department's mosquito surveillance program relies on the supplies from the Ohio Department of Health and the monies from the OEPA MCG to contract for its trapping services for adult mosquitoes. Over the last three summers, it appears that our mosquito surveillance and control program has been successful in the reduction of mosquitoes and possibly mosquitoes with disease. GCHD partners with the City of Galion street department to provide the adult control using integrated pest management practices instead of a complaint-based only system. The Galion Safety Service Director contacts our department prior to spraying to

see what areas of the city have high numbers of mosquitoes in the surveillance traps. The goal of utilizing the surveillance data to provide an evidence-based management of adult mosquitoes is a reality with the grant. The upgraded adult mosquito control sprayer is more efficient and requires less maintenance which has strengthened the Galion mosquito control program. Our collaboration with the City of Galion to provide a better mosquito control program than in the past is successful because of the MCG award. Galion is designed by nature, unfortunately, to have areas of standing water seasonally. The increased education and outreach programs that GCHD has been able to provide our community about larval mosquito control and breeding site reduction is a definite strength. We give out dunks to all people that come in regardless if they reside in the city limits which benefits Crestline and other areas of Crawford County.

Unfortunately, without the

MCG monies, the sustained mosquito control in Galion is the installation of bat houses and minimal complaint-based adulticide provided by the City of Galion.

Collaborative Partners

The Galion City Health Department primarily collaborates with the City of Galion street department for some of the adult mosquito control activities and purchases. The GCHD also collaborates with the Ohio Department of Health for mosquito surveillance guidance. We rely on the ODH to provide new mosquito traps and/or accessories when needed. The Ohio Department of Health accepts our mosquito submissions, provides identification and testing and reports the data back to Galion. The communications with the ODH greatly help our department implement integrated vector management while working with our city. The City of Galion tries to implement a spring clean-up each year to help its residents, and the Galion City Health Department tries to obtain MCG monies to pay for nuisance scrap tires that contribute to mosquito breeding sites.

Financial Need

The Galion City Health Department does not have a budget for mosquito surveillance. GCHD will take public complaints about mosquitoes and advise the city of Galion to spray if they have the budget available. The GCHD has a very minimal supply of mosquito dunks to give to the public from the 2021 grant, so larval reduction (dunks) are a need again. The City of Galion, who is our collaborating partner, does budget for personnel to be licensed applicators for adult mosquito control and approximately \$4500 for pothole filling (breeding site elimination). They are counting on the grant to pay for half of a drum of adulticide in 2023 (if awarded). Complaint intake and minimal mosquito education through social media is the only budgetary allowance for mosquito control by GCHD. GCHD does provide public outreach and education to our community at specified events monthly in the summer. The Galion City Health Department relies on state and federal grants to provide services beyond mandated programs.

Mosquito Surveillance Proposal

Problem Statement

Without funding, GCHD cannot guarantee that surveillance would be performed in the City of Galion because of the lack of staff and budget constraints.

Goals

Funding from this category will help accomplish the goals of the contracted position performing mosquito surveillance in Galion by purchasing batteries to make proper use of the trapping supplies from the Ohio Department of Health. This will allow for surveillance of adult mosquitoes in different sectors of Galion and disease identification from the ODH.

Description of Activities and Purchases

Funding in this category will help accomplish the goals of the contracted position performing mosquito surveillance in Galion by purchasing batteries.

Proposed Timeline

The funding requested would cover the needed batteries or chargers that supplement the

mosquito surveillance plan from May through October 2023.

Tracking Activities and Purchases

All purchases are tracked by the GCHD Director of Environmental Health Director and the Business Services Officer who documents all expenditures/receipts by collaborating with the fiscal officer for the City of Galion. All grant activities are tracked on spreadsheets and available upon request. GCHD participates in documenting and submitting all trapping information to the Ohio Department of Health.

Measuring and Evaluating Success

GCHD Director will evaluate the contractor on a weekly basis with email to ensure that the collection and submission of mosquitoes to the Ohio Department of Health is being performed. The reports from the ODH will also be a measure of completed work. The collection of mosquitoes will provide evidence that the batteries in the traps are working to complete our goal.

Alignment with Mosquito Surveillance Plan

Mosquito surveillance will not occur properly without traps using batteries. It aligns with our mosquito surveillance plan that is performed in collaboration with the Ohio Department of Health.

Larval Control Proposal

Problem Statement

The Galion City Health Department does not have monies to purchase larvacide dunks for nuisance breeding sites.

Goals

The goal is to obtain mosquito dunks for the contractor to apply to overly wet areas that we specifically have on our southeast quadrant of the city to minimize the abundance of adult mosquitoes breeding in these low-lying areas.

Description of Activities and Purchases

This funding will be used to purchase mosquito larval control dunks. These will be used to treat standing water in our city.

Proposed Timeline

The funding requested would cover the needed larval control dunks to apply to areas of standing water from May through October 2023.

Tracking Activities and Purchases

All purchases are tracked by the GCHD Business Services Officer who documents all expenditures by collaborating with the fiscal officer for the City of Galion. All grant activities are tracked on an excel spreadsheet and available upon request.

Measuring and Evaluating Success

GCHD will measure success in a collaborative effort with the city of Galion by a reduction in nuisance mosquito complaints and through trapping areas after the larvacide applications. Another measure of success would possibly be the decreased need for adult mosquito control.

Adult Mosquito Control Proposal

Problem Statement

The City of Galion provides manpower and a truck with a newer sprayer for mosquito adulticide activities within its jurisdiction, but it also has very limited funding.

Goals

By paying for half of a 55 gallon drum of adulticide, GCHD is striving to continue our partnership with the city street department for spraying the sectors of Galion. The partnership encourages our city to use evidence-based data from surveillance to meets the needs of public health protection from disease carrying and nuisance mosquitoes

Description of Activities and Purchases

The proposed activity that will result from paying for half of a drum of mosquito adulticide for our partner is a continued collaboration on properly implementing integrated pest management within our mosquito control program.

Proposed Timeline

The funding would cover the cost of half of a drum of mosquito adulticide in collaboration with the City of Galion from May 2023 to April 2024.

Tracking Activities and Purchases

All purchases are tracked by the GCHD Business Services Officer who documents all expenditures by collaborating with the fiscal officer for the City of Galion. All grant activities are tracked on a common computer drive at GCHD and available upon request. This specific purchase will be paid in half by GCHD and half by the city of Galion.

Measuring and Evaluating Success

GCHD will measure success in a collaborative effort with the city of Galion by a reduction in nuisance mosquito complaints and through trapping areas after the adulticide applications.

.

Decision Making for Interventions

Without the MCG, Galion does not have mosquito surveillance other than complaints from its citizens. When we can provide surveillance, the City of Galion definitely uses an integrated vector management approach in its decision-making for utilizing adulticide. The Safety Service Director for the City of Galion regularly checks in with the Director of EH at GCHD to be informed what the surveillance is indicating in all quadrants of the city.

Community Outreach and Education Proposal

Problem Statement

The Galion City Health Department does not have funding for public outreach and education on mosquito control at a large scale level.

Goals

GCHD would like to continue to use billboards and the Town Money Saver for education to our public about mosquito prevention. The billboards are an effective way to get the message across for parts of the community that do not use computers or social media.

Description of Activities and Purchases

The funding will be used to purchase billboards and Town Money Saver ads for education on mosquito prevention and control. This also allows for us have dunks for the public to obtain for use with standing water on their own property.

Proposed Timeline

Galion City Health Department will use the requested funding for mosquito education and outreach activities from May 2023 to April 2024, when decided..

Tracking Activities and Purchases

All purchases are tracked by the GCHD Business Services Officer who documents all expenditures by collaborating with the fiscal officer for the City of Galion. All grant activities are tracked in a folder on our common drive at GCHD and are available upon request.

Measuring and Evaluating Success

GCHD will evaluate the success of the billboard and TMS advertisements by the community interest in obtaining mosquito dunks. GCHD does keep a log of all citizens picking up the larval control dunks in our department.

Alignment with Ohio Department of Health

GCHD collaborates annually with the ODH for educational messages and brochures to place in our lobby as well as use at outreach events in the community. We want our messages to align with the Ohio Department of Health's vector control department as well as the Fight the Bite campaign.

Breeding Source Reduction Proposal

Problem Statement

Scrap tires and other large items are frequently improperly disposed of in different areas of the city of Galion, including alleys and abandoned properties. Although the GCHD tries to manage most open dumping through nuisance abatement orders to property owners, a lot of breeding sources are left unmanaged. These breeding sources may be a public health threat if not removed.

Goals

To collaborate with the city of Galion during the Spring Clean-up and pay specifically toward the removal of nuisance scrap tires which create a public health threat if left accumulating water in

the environment.

Description of Activities and Purchases

The Galion City Health Department will use the funding for a limited scrap tire collection from city residents during a spring clean up event in collaboration with the city of Galion.

Proposed Timeline

The funding requested will cover breeding site reduction efforts, specifically scrap tire removal from May 2023 through April 2024 in collaboration with the city of Galion.

Tracking Activities and Purchases

All purchases are tracked by the GCHD Business Services Officer who documents all expenditures by collaborating with the fiscal officer for the City of Galion. All grant activities are tracked in a folder on our common drive at GCHD and are available upon request.

Measuring and Evaluating Success

The Galion City Health Department will measure and evaluate the success by the community interest in the scrap tire removal event by keeping track of the number of tires collected. While working at these events, the community regularly expresses their gratitude for the help.

Contracted Services Proposal

Problem Statement

The Galion City Health Department's Environmental Health division currently employs one full-time registered environmental health specialist who is also the Environmental Health Director. Mosquito surveillance services must be contracted to be performed in our jurisdiction.

Goals

The goal is to contract with someone that is knowledgeable in mosquito surveillance and public health outreach. The contracted service person is key to establishing and maintaining an integrated pest management plan, specifically with mosquitoes.

Description of Activities and Purchases

The contracted services will cover the surveillance activities defined through a contract that encompasses the attached GCHD mosquito surveillance plan. At a minimum, the contract will cover placing, collecting, and shipping mosquitoes from a minimum of 4 traps per week for 18 weeks during 2023 and providing residents educational materials on mosquito control when necessary. The contractor will also apply larvicide dunks in public areas of standing water where mosquito larvae are identified.

Proposed Timeline

The funding requested would cover the contracted services for mosquito surveillance from late May 2023 through October 2023.

Tracking Activities and Purchases

All purchases are tracked by the Director of Environmental Health and the GCHD Business Services Officer who document all expenditures by collaborating with the fiscal officer for the City of Galion. All grant activities are tracked on common drive on the computer at GCHD and available upon request. Terms of the contract shall be met to receive payments. Documentation on paper and through email with the Ohio Department of Health shall be provided by contractor and is an additional check/balance of meeting the terms of the contract.

Measuring and Evaluating Success

GCHD will measure the contracted services success through frequent communication and evaluation. GCHD will monitor the accomplishments of the contracted services and troubleshoot if the attached mosquito surveillance plan and the goals of the Ohio Department of Health are not being met.

Breeding Source Reduction Project Details

Project Location: 301 Harding Way East, 352 South Street, Galion, OH 44833

Project Materials:

Material Type	Estimated Quantity	Units
Tires	850	Each

Previous Grant Compliance Information

For 2022 Grants:

The applicant has a one-year-old grant.

For 2021 Grants:

The applicant has a two-year-old grant.

The two year-old grant is closed.

For 2020 Grants:

The applicant has a three year-old grant.

The three year-old grant is closed.

Attachments

List of Attachments

Project Budget

The applicant included a project budget as an attachment.

Quotes and Cost Estimates

The applicant included the quotes and cost estimates.

Mosquito Surveillance Plan

The applicant included a mosquito surveillance plan as an attachment.

Letter of Support

The applicant is a local health district.

Additional responses

I understand that if awarded a 2023 Mosquito Control Grant, that the 2021 Grant must be completed with a final report submitted and any unspent funds have been returned before any monies are awarded.

The applicant has consented to sign the form electronically

Authorized Official Signature

I hereby certify that I am authorized to submit this application on behalf of the applicant identified above, that the information is complete and accurate to the best of my knowledge, and that it represents the information to be used to make a determination regarding eligibility for a 2023 Mosquito Control Grant.

Jason McBride

Health Commissioner

01/25/2023

Printed Name

Title

Date

Signature:



End of application

Ohio EPA Mosquito Control Grant PROJECT BUDGET

Instructions: To complete the Project Budget, please utilize each category tab for the categories you are requesting grant monies for. The individual worksheets will automatically update on this sheet to create the total request. Any area in blue represents a field that can be completed. Please be sure to add the applicant name to the above box.

Category	Amount Requested	
(1) Mosquito Surveillance	\$	45.99
(2) Larval Control	\$	458.40
(3) Adult Control	\$	1,225.95
(4) Community Education and Outreach	\$	3,659.50
(5) Breeding Source Reduction	\$	3,400.00
(6) Seasonal Employees	\$	-
(7) Contracted Services	\$	4,210.02
TOTAL	\$	12,999.86

0

Item Description	Cost/Item	Quantity	Total Cost
D size batteries	\$ 1.75	16	\$ 28
6 Volt rechargeable battery	\$ 12.99	1	\$ 13
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sum of All Shipping and Handling			\$ 5

TOTAL REQUEST \$ 46

NOTES

NOTES

0

[illegible]

NOTES	

0

[illegible]

TOTAL REQUEST \$ 1,226

NOTES	

0

Category: (4) Community Outreach & Education

[illegible]

TOTAL REQUEST \$ 3,660

NOTES	

Mosquito Control Grant
Project Budget
0

Category: (4) Community Outreach & Education

Location	Metric	Cost/Metric	Estimated Quantity	Total Cost
Willig Tire Removal	Tires	\$ 4.00	850	\$ 3,400
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sum of Additional Costs				\$ -

TOTAL REQUEST \$ 3,400

NOTES

Mosquito Control Grant Project Budget

0

Category: (7) Contracted Services

Service Description	Cost per Activity	# of Activities	Total Cost
Mosquito Surveillance Contractor (weeks)	\$ 221.58	19	\$ 4,210
Inclusive of mileage and time, no benefits			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL REQUEST \$ 4,210

NOTES