

**OHIO ENVIRONMENTAL PROTECTION AGENCY
SCRAP TIRE EDUCATION 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 health district agreement is to administer the 2023 Scrap Tire Education and Outreach Grant Award for the Grant Project submitted for funding by the Grantee to perform the education and outreach model activities as specified in Exhibit A. 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 providing education and outreach to scrap tire generating businesses (STGB) on the proper scrap tire management.

WHEREAS, the Grantee has applied for funding to implement a 2023 Scrap Tire Education and Outreach Grant.

WHEREAS, ORC Section 3734.82 authorizes the Director to make grants from the Scrap Tire Grant Fund in amounts determined necessary by the director to implement the scrap tire provisions. Whereas ORC Sections 3745.01 further authorizes the Director to enter into this Grant Agreement with any other agencies of the state, and political subdivisions in furtherance of the purposes of ORC Section 3745.01.

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 of Materials 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 STGB Model , which is attached hereto and labeled "**Exhibit A**"; (Exhibit A is hereby made a part of the Agreement and incorporated herein by reference.) 3) the work, activities, and requirements set forth in the Grant Application, which is attached hereto and labeled "**Exhibit B**"; (Exhibit B 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 "**Exhibits A & B**" 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 June 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 June 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 June 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 **\$4,220** to the Grantee for the purpose implementing the project detailed in Exhibits A & B. Costs incurred by the Grantee for items that are not part of the approved budget as contained in Exhibit B, or costs in excess of amounts specified in the approved budget as contained in Exhibit B will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed.
- 4.2 **(Payment)** The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in Exhibit B. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant 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 grant 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 to perform the activities specified in Exhibits A & B 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.
- 4.8 This Agreement shall remain in effect until June 30, 2024. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

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 Exhibits A & B The Final Report should be submitted within 45 days of completing all site visits as specified in Exhibit A or no later than June 15, 2024, whichever occurs first.

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.
 - B. 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.
 - C. 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

EXHIBIT A

 Environmental Protection Agency	Scrap Tire Generating Businesses Education and Outreach Model	
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INTRODUCTION

Ohio EPA's Scrap Tire Education and Outreach Grant aims to educate scrap tire generating businesses about the proper management of scrap tires. The grant program will support solid waste management districts (SWMD) and local health departments (HD) in the identification and education of these types of businesses.

Model

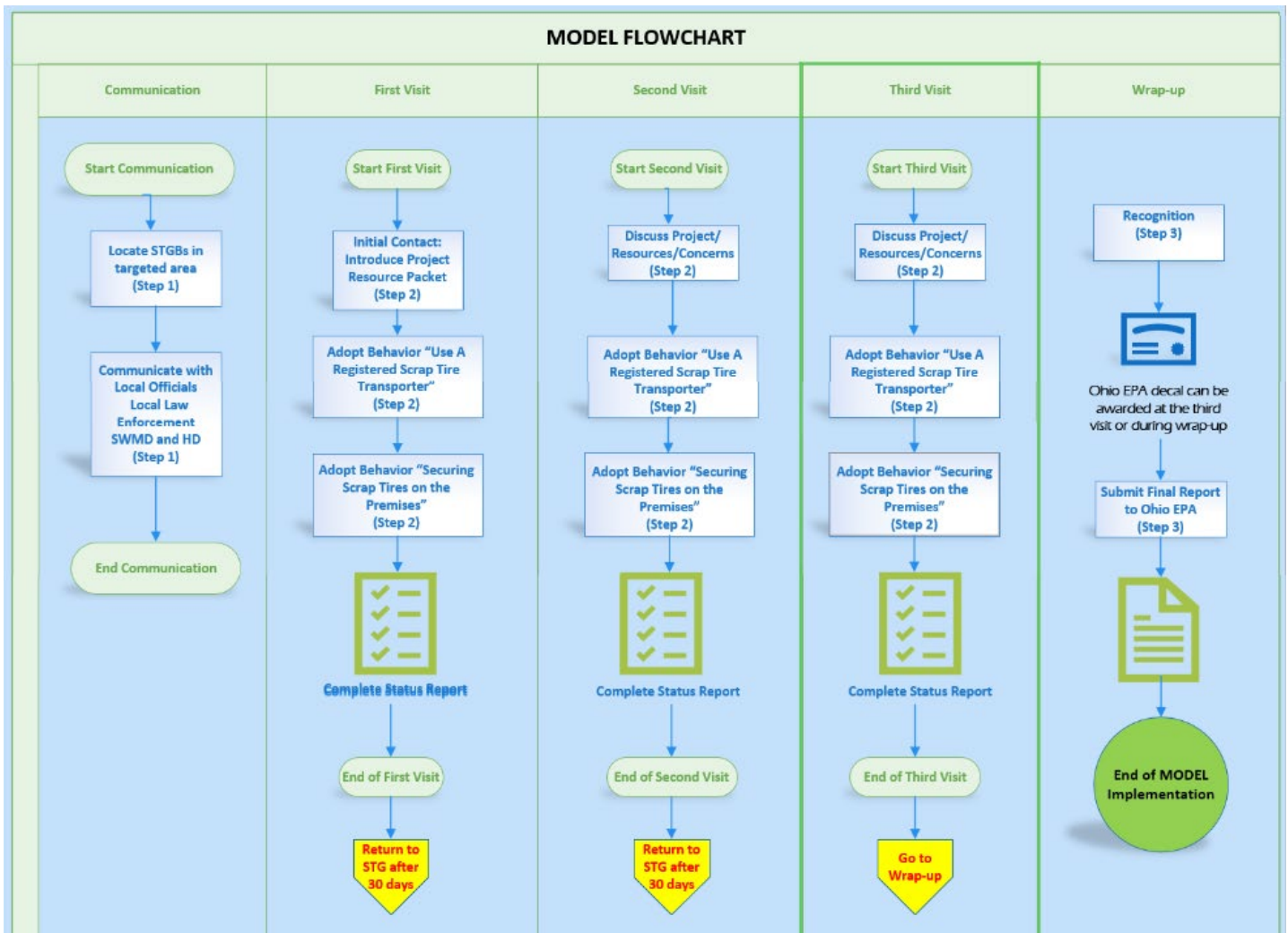
The process developed for providing education and outreach to the scrap tire generating businesses is called a model. The model consists of three steps which include:

- Step 1 – locate scrap tire generating businesses (STGBs) in the targeted area and perform communication with local officials, law enforcement, solid waste management district (SWMD) and health district (HD) prior to beginning STGB site visits.
- Step 2 – interact with STGBs over three visits that includes promoting the adoption of two behaviors.
 - “Use of a registered scrap tire transporter”
 - “Securing scrap tires on the premises.”
- Step 3 – recognizing STGBs that adopt behavior(s) and reporting to Ohio EPA

Each step in the model has resources to aid in its completion. The process of implementing the model is identified in the flowchart entitled “Model Flowchart”. The education and outreach coordinator (EOC) should refer to this flowchart to perform the model properly.

Synopsis of Model Implementation

The flowchart demonstrates that the EOC will locate all STGBs in the targeted area and complete communication to the local officials, local law enforcement, SWMD and HD with jurisdiction over the targeted area prior to beginning site visits with STGBs. The communication is followed by three consecutive visits to the STGBs in the targeted area. Once the visits are completed, the EOC will recognize STGBs that have earned an Ohio EPA decal and submit a final report to Ohio EPA.



During each visit, the EOC will build a rapport with the STGB through providing resources, addressing questions and concerns, and evaluating the STGB's adoption of two targeted behaviors - using a registered scrap tire transporter and securing scrap tires. In the first visit, the EOC will make initial contact, share the resource packet, and then determine if the STGB is using a registered scrap tire transporter and securing their scrap tires. During the second and third visits, the EOC will discuss the resources previously provided, address questions and concerns in addition to encouraging the STGB to adopt the targeted behaviors. Even if the EOC determines that the STGB has adopted both targeted behaviors after the first or second visit, all three visits must be completed.

During each visit, the EOC will complete a log that is used to document the STGB's questions, concerns, and progress on adopting the targeted behaviors. This documented information will be used to determine if the STGB may be recognized with a decal at the end of the third visit and will be summarized as a portion of the final report submitted to Ohio EPA.

Detailed Implementation of the Model

Step 1: Locate scrap tire generating businesses/communication.

Step 1 consists of the following activities:

- completing an inventory of STGBs in the targeted area
- reaching out to
 - local officials,
 - local law enforcement,
 - SWMD(s)
 - and HD.

Activity: Locating STGBs

As part of communication, the EOC will locate all STGBs in the area where outreach is being performed. The EOC will populate a STGB spreadsheet provided by Ohio EPA that is found in the **General Model Resources** on the grant webpage.

Activity: Communication with Local Government

Building trust and alliances within the communities that Ohio EPA and its partners serve is invaluable for gaining compliance with environmental regulations and fostering future collaborations. Two key elements for attaining this outcome are transparency in actions and respecting the role local government officials and employees play in the communities they serve.

For these reasons, the model requires communication prior to reaching out to STGBs. During communication, the EOC will inform local officials, local law enforcement, SWMD(s) and HD about the education and outreach that will be provided to STGBs to encourage proper scrap tire management.

Resources for communicating with local officials and local law enforcement.

The resources listed below are available for communicating with local officials and local law enforcement. At a minimum, the EOC will email a link to the video and provide the template letter.

- Community video
- standard talking points
- template letter
- palm card for using a registered scrap tire transporter
- palm card for tire retailers
- handouts of successful civil and criminal cases
- guidance document (for local law enforcement only)

A guide called “Resources Table” that explains how to use each resource is provided in **Step 1 Resources** at the grant page, [Scrap Tire Education and Outreach Grant](#) .

After an inventory of all STGBs has been created in the targeted area where outreach will be performed and communication has been performed, the first visit should occur. In the first visit, the EOC starts Step 2.

Step 2: Visit Scrap Tire Generating Businesses

First Visit

Activity 1: Introduction

The EOC will follow a script as an introduction to the owner or manager of the business. The script will be used to explain the purpose of the education and outreach effort, the reason for the EOC’s first and subsequent visits and allow the owner or manager of the business to ask questions and share concerns.

Activity 2: Provide Resource Packet

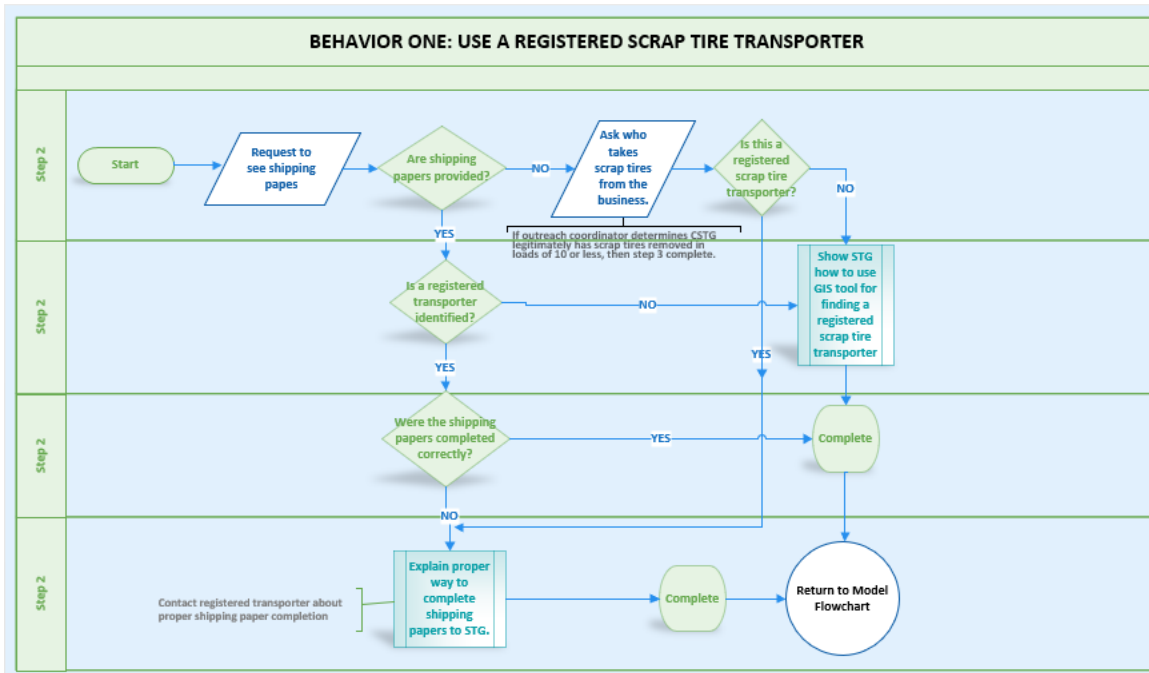
The EOC will go over the resource packet. The resource packet consists of

- STGB scrap tire management look-up table
- Guidance Document #640 “Standards and Requirements for Scrap Tire Transporters”
- Guidance Document #645 “Scrap Tire Generators: Know Your Ohio EPA Regulations”
- Guidance Document #1015 “Retail Tire Dealer: Why is Scrap Tire Management Important?”

All these resources are available under **Step 2 Resources** on the grant webpage. Only the look-up table will be discussed in any detail during the first visit. The guidance documents will be introduced and can be discussed as relevant questions or concerns arise. Reviewing the look-up table with the STGB will allow the EOC to capture the business contact information and the proper category for how the business operates.

At this point the EOC will begin to complete the visit log (found under Step 2 Resources) that is designed to capture basic information about the STGB and lead the EOC through the process of determining the extent in which the STGB has adopted the desired behaviors. The log provides questions for the EOC to ask, gathers information about how the STGB operates and lists resources available to aid the STGB in behavior adoption.

Activity 3: Promote Adoption of Behavior One “Use A Registered Scrap Tire Transporter”



To initiate this activity, the EOC asks to see the STGB’s shipping papers. If the STGB produces shipping papers, then the EOC checks to see if the papers identify a registered scrap tire transporter.

[Comment: The EOC will take an up-to-date list of registered scrap tire transporters to the visit as a reference to confirm that the STGB is using a transporter registered with Ohio EPA.]

If the shipping papers identify a registered scrap tire transporter, the EOC next determines if the transporter correctly completed the shipping papers. If the shipping papers are not completed properly, the EOC explains to the STGB how to correctly complete shipping papers. A properly completed shipping paper will be left with the STGB along with a blank shipping paper form. This instruction will help the STGB complete its portion of the shipping papers the next time it is required. Following the visit, the EOC will reach out to the registered scrap tire transporter to explain the errors identified on the shipping papers. This instruction will help the registered scrap tire transporter properly complete shipping papers the next time it is required.

If the STGB does not provide shipping papers or the shipping papers do not identify a registered scrap tire transporter, the EOC will explain the purpose of the shipping papers and explain how they should be completed. A properly completed shipping paper will be left with the STGB along with a blank shipping paper form.

Assuming the STGB is not using a registered scrap tire transporter since there are no shipping papers to suggest otherwise or the transporter that signed the shipping papers is not registered, the EOC will recommend that the STGB use the on-line registered transporter search tool to locate a transporter. The EOC can show the STGB how to find a registered scrap tire transporter using Ohio EPA’s on-line search tool using a computer or cell phone. Written instructions will be left on how to use the tool to aid the STGB in future use. In the case of a

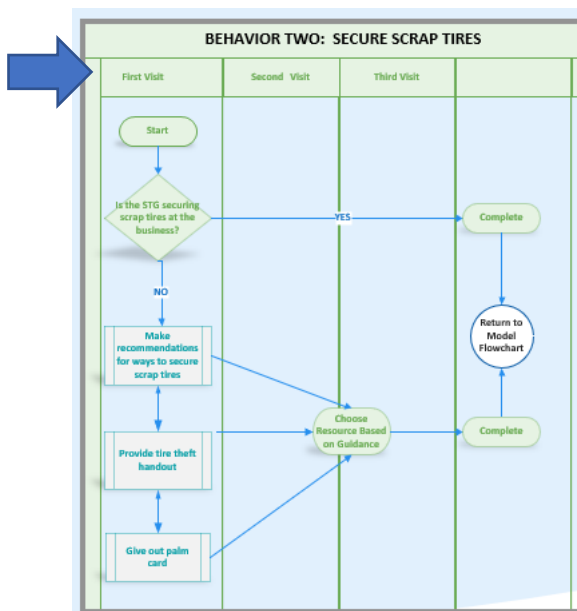
technology failure or the STGB does not use the internet, Ohio EPA highly recommends that the EOC generate a list from the tool based on the STGB's address prior to the visit. It is imperative that the EOC provides registered scrap tire transporters for the STGB to contact.

It is important to emphasize that a violation will not be cited for the fact that a registered scrap tire transporter and/or missing or incomplete shipping papers occurs. The purpose of the model is to provide compliance assistance.

All resources that are needed to implement the adoption of this behavior are in [Step 2 Resources](#) on the grant webpage.

Activity 4: Promote Adoption of Behavior Two "Secure Scrap Tires"

From completing the visit log, the EOC will understand how the STGB stores scrap tires.



Some of the questions answered by completing the visit log include:

- ✓ Whether scrap tires are stored outside. If yes, how.
- ✓ An estimate of the number of scrap tires stored outside.
- ✓ Whether scrap tires are secured. If yes, how.
- ✓ If there is signage deterring removal of scrap tires.

This information will influence the strategies the EOC recommends to the STGB when completing activity 4.

The EOC will start by explaining that any scrap tires that are not secured on premises can be stolen. People take the unsecured scrap tires from the property, or even secured scrap tires, in hopes that the scrap tires can be sold as used scrap tires. Scrap tires that are taken and determined to have no value are dumped. To aid in the reduction of dumped or abandoned scrap tires, Ohio EPA's regulations require scrap tires to be secured at the premises where they are generated.

If there is adequate space on the property, the EOC can recommend that the STGB store scrap tires in portable containers or have them fenced in on the property. If space is limited, the EOC should recommend chaining scrap tires to a structure and/or performing surveillance. Please refer to the document "Security Measures to Prevent Scrap Tire Theft on Premises" for helpful suggestions located in [Step 2 Resources](#) on the grant webpage.

The handout that summarizes the relationship between scrap tires and theft should be given out especially to businesses where new tire stores and new and used tire are sold. The EOC can use this information to encourage STGBs to begin securing their scrap tires. For example, the handout contains data that shows that the owner of a new tire store or new and used tire store is more likely to be the victim of tire theft than the owner of a used tire store because the quality of the scrap tires from stores that sell new tires tend to be sellable in the secondary market. As a result, the STGB may be more motivated to secure their scrap tires to deter trespassers. The EOC should also recommend ways to secure the scrap tires based on the space available at the business location.

The palm card that summarizes the maximum penalties for STGBs not having scrap tires removed by a registered scrap tire transporter (which might include not preventing unlawful removal) can serve as a reminder that there can be financial consequences.

As a last effort the EOC can review the Guidance Document #1015 “Retail Tire Dealer: Why is Scrap Tire Management Important?” that was provided in the resource packet shared at the first visit with the STGB. The purpose of sharing this information with STGBs is to address the environmental and health related issues that dumped scrap tires can create in communities. This approach may appeal to the STGBs’ sense of responsibility to their communities or the environment.

Status Report

After completing step 2, the EOC will complete the status report for the first visit based on information captured on the visit log. The status report is part of the spreadsheet used to identify the STGBs provided by Ohio EPA and is located in the **General Model Resources** on the grant webpage.

Second Visit

In the second visit to the STGB, the EOC will complete step 2 again according to the model flowchart.

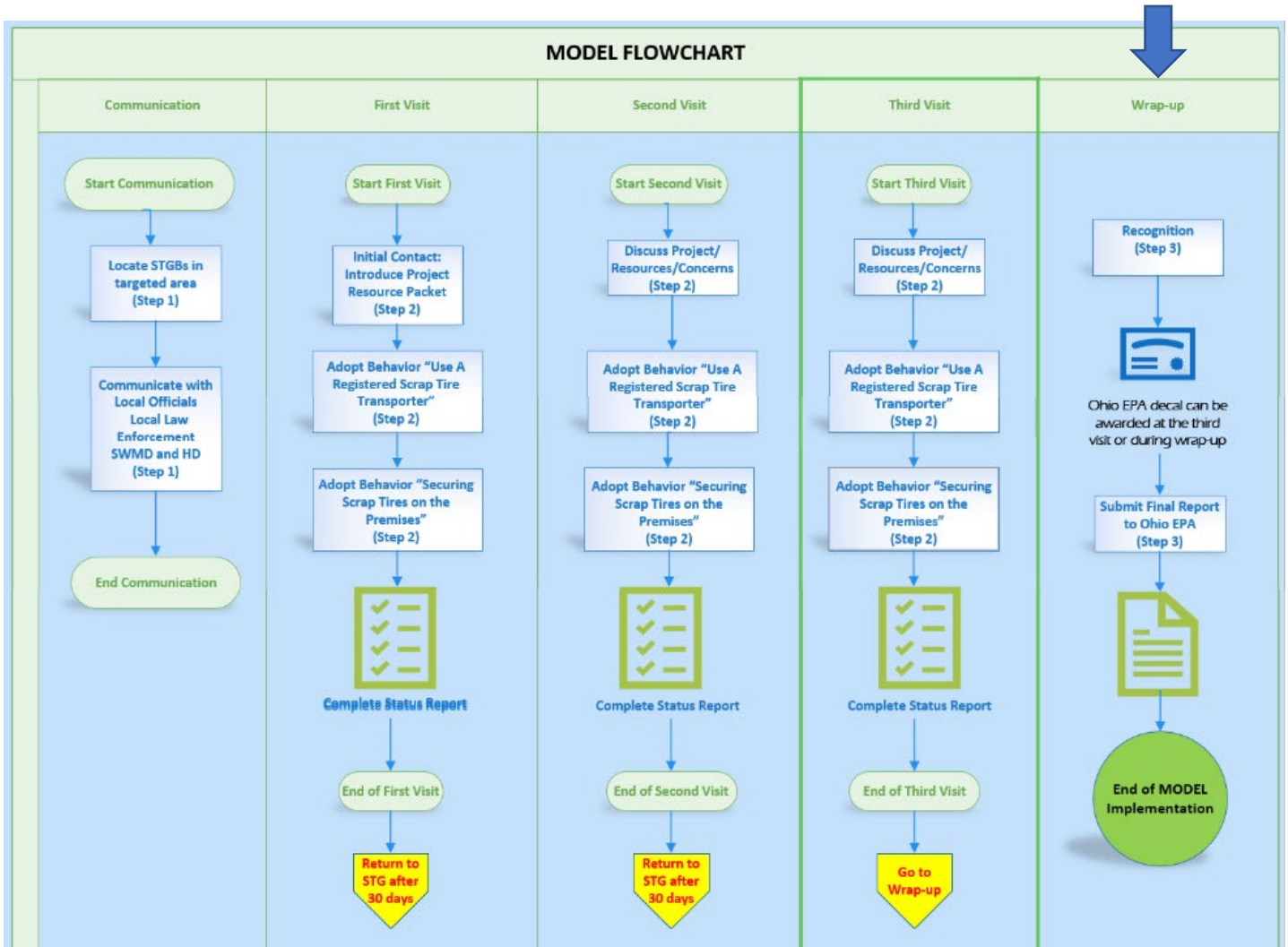
Step 2 includes visiting the STGB at least 30 days and no later than 45 days after the first visit. In the second visit the EOC will

- Review resources, answer questions and address concerns that the STGB shares
- Aid in the adoption of behavior one – using a registered scrap tire transporter (see instructions starting on page 5)
- Aid in the adoption of behavior two – securing scrap tires on the premises (see instructions starting on page 6), and
- Complete the status report (located in **General Model Resources**).

Third Visit

The EOC will visit the STGB at least 30 days after and no later than 45 days since the second visit and complete the same activities as the second visit.

Wrap-up



Step 3: Recognize STGBs & Reporting

Evaluate STGB for Recognition



STGBs that adopt the two targeted behaviors will be awarded a recognition decal that is designed to be displayed at the STGB's place of business.

STGBs that earn an Ohio EPA decal can be provided the decal at the end of the third visit or within thirty days of the EOC conducting the last visit.

Final Report

The final report submitted to Ohio EPA will include the completed STGB visit logs, completed STGBs spreadsheet, tally for Ohio EPA decal recognition and the feedback questionnaire. All forms are located in [General Model Resources](#) on the grant webpage.

What will Ohio EPA do with the final report?

- ✓ [Use the data.](#)
 - Ohio EPA will use the final report to populate its STGB database.
 - Evaluate the effectiveness of every step in the model.
 - Create regional and statewide maps of the locations of STGBs.
 - To determine if there is a correlation between education and outreach to STGBs and a reduction in scrap tire open dumping.
 - Justify providing grant funding for further education and outreach and resources to help STGBs that are small business owners with compliance barriers.
 - Make improvements to the scrap tire management universe.
- ✓ [Determine compliance status.](#)
 - The compliance status of the STGB will be shared with the Ohio EPA inspector and the approved health department inspector assigned to the county where the STGB is located.
 - If the STGB has not adopted the targeted behaviors after the EOC implements the entire model, an Ohio EPA inspector or an approved health department solid waste inspector may begin Ohio EPA's normal inspection process.

EXHIBIT B



**Environmental
Protection
Agency**

**Scrap Tire Generating Businesses
Education and Outreach Grant
Application 2023**



As part of Ohio EPA's Scrap Tire Generator Education and Outreach Campaign, Ohio EPA has developed a grant program to provide education and outreach to scrap tire generating businesses (STGBs). The grant program is designed to educate STGBs about the use of registered scrap tire transporters and the secure storage of scrap tires. For additional information about this program and to help answer questions asked in this grant application, please review Ohio EPA's publication entitled "Ohio EPA Education and Outreach Program for Scrap Tire Generating Businesses". Additionally, please review the Grant Application Instruction Manual and scoring rubric prior to completing this application. To view these documents and to learn more about Ohio EPA's Scrap Tire Generator Education and Outreach Campaign, please visit the Scrap Tire Generating Business Education and Outreach Grant webpage at: [Scrap Tire Education and Outreach Grant | Ohio Environmental Protection Agency](#)

SECTION I: APPLICANT INFORMATION

Applicant	
Organization name	Galion City Health Department
Phone Number	419-468-1075
Street address	113 Harding Way East
City	Galion
Zip	44833
Email	Andrea.barnes@galionhealth.org
County	Crawford

Grant Application Contact Person	
Name	Andrea Barnes
Title	Director of Environmental Health
Street Address	113 Harding Way East
City	Galion
Zip	44833
Email	Andrea.Barnes@galionhealth.org
Phone	419-468-1075

Authorizing Official	
Name	Andrea Barnes
Title	Interim Health Commissioner
Street Address	113 Harding Way East
City	Galion
Zip	44833
Email	Andrea.Barnes@galionhealth.org
Phone	419-468-1075

Fiscal Officer	
Name	Leanna Perdue
Title	Business Services Officer
Street Address	113 Harding Way East
City	Galion
Zip	44833
Email	Leanna.perdue@galionhealth.org
Phone	419-468-1075 x 1270

SECTION II: GENERAL NARRATIVE FOR GRANT PROPOSAL

The purpose of this section is for the grant applicant to explain the value that the grant program will provide for the area targeted to receive education and outreach.

Project Impact – County’s Economic Health
Ohio’s Well-Being Dashboard examines four socioeconomic and poverty indicators and how a given county is performing in relation to the state as a whole based on the metrics found in the 2021 State of Poverty in Ohio Report. For the county in which the targeted area is located, please identify its total well-being score located on pages 47-48 of this report, 2021 State of Poverty in Ohio Report .
Crawford County has a total well-being score of 2

Project Impact – Targeted Area & Environmental Justice
What is the area impacted by this proposal? Identify the political jurisdictions (e.g., county, cities and/or townships) that will be targeted. Provide the area (in acres or square miles) and population that the education and outreach will cover. Environmental Justice: If there are specific groups or populations such as minority, tribal, indigenous, ethnic communities, or neighborhoods or cultures of a particular region (e.g., Appalachian) that will benefit from this outreach, please explain how these specific group(s) will benefit. If no specific groups are identified in the targeted area, please explain how this determination was made.
The City of Galion is 7.41 square miles, no particular ethnic group, our city is 94.5% White (non-hispanic) but some of the area businesses are in poverty – stricken parts of the city., the impacted area will be within the city of Galion.

Project Benefit
Explain how this project will impact and benefit your community. Has outreach been performed in the past to STGBs? If yes, please describe any outreach performed to STGBs. Does your community have a scrap tire dumping problem? If yes, explain the scope of the scrap tire dumping problem. For example, is most of the dumping in city alleys, private rural property, abandoned businesses, etc.? Has your community experienced an increase in dumping over the last five years? As an organization, explain how performing this education and outreach benefits you. Are you required to provide outreach on scrap tire issues? Explain how grant monies help you implement work required by your organization and/or expand the services it provides within its community related to solid waste?

The Galion City Health Department has had nuisance complaints about some of the STGB's in the past but with limited funding to address this, the most that was done was a mailing of the fact sheets from Ohio EPA about Scrap Tire Generators and the management of such. GCHD does do limited scrap tire events for city residents when there is funding from the OEPA mosquito grant to do small tire collections. Over the past 5 years, the events have collected 300-600 scrap tires. These events do not help the STGB's or educate them. As for open dumping of scrap tires, the Galion City Water Treatment plant identified approximately 50-100 scrap tires dumped into the city's reservoir over the past 2 years. This project will help educate STGB's as well as the general public about the importance of proper scrap tire management.

Financial Need and Project Commitment

Explain the financial need for grant funds and how funding will support the success of your outreach to STGBs. Describe your organization's current STGB education and outreach program (if applicable) and any long-term plans for continuing STGB education and outreach.

The Galion City Health Department has very limited funding to perform anything outside of mandated programs. GCHD does apply for grants to generate better outcomes for the public's health. The Director of Environmental Health has sent EPA literature to some STGB's in the past because of complaints generated by the public about the improper storage and mosquito issues that the scrap tires cause. With funding, the outreach could be more impactful with actual site visits.

Readiness

What steps have you taken to prepare for this education and outreach project? Examples include having already estimated the number of STGBs in your targeted area, compiled the location of all STGBs, and chosen an education and outreach coordinator (EOC).

Estimation of STGB's with locations. GCHD is currently under-staffed so the time has not been taken to get an accurate count of STGB's, although I know of 3 for certain. If there are not 5 within Galion, I will include the village of Crestline as well.

SECTION III: NARRATIVE FOR SPECIFIC ACTIVITIES IN MODEL

Timeline

From beginning to end, the grant program is designed to be completed within six months. Implementation may not start prior to the effective date of the signed grant contracts. All activities, recognition and reporting to Ohio EPA must be completed within forty-five days of the final visit to STGBs or no later than June 15, 2024, whichever occurs first. Provide the tentative dates for completing the milestone activities of the grant program that are identified in the following table.

Activity	Tentative Start Date	Tentative End Date
Communication: Contact with local officials and law enforcement must be completed at least two weeks prior to initial contact with STGBs.	January 18, 2024	January 23, 2024
Identify STGBs: Locate all STGBs in selected targeted area	January 17, 2024	January 17, 2024
Initial Contact and First Visit	January 30, 2024	February 9, 2024
Second Visit: Must occur 30-45 days after initial contact/first visit	March 1, 2024	March 15, 2024

Third Visit: Must occur 30-45 days after second visit	April 1, 2024	April 15, 2024
Implement Recognition Program: Ohio EPA decals should be given to STGBs at the end of the third visit or mailed within 30 days of the third visit.	April 1, 2024	May 1, 2024
Closeout Report to Ohio EPA: Required to be received within 45 days of completing third visit or no later than June 15, 2024, whichever occurs first.	May 15, 2024	June 15, 2024

Communication with Local Officials and Local Law Enforcement

The education and outreach coordinators (EOC) are required to notify local officials and local law enforcement of the outreach project by using at least one pre-approved outreach method. For more information of the pre-approved methods please review the document entitled "Resources Table".

The City of Galion is relatively small, and the Mayor is also the President of the Board of Health. The Galion City Health Department will have the opportunity to share the video on the education and outreach to STGB's via email with the Mayor, Galion Police and Fire as well as in-person using the standard talking points with elected council members /Board of Health members. The targeted dates for this are in January, 2024.

SECTION IV: FUNDING REQUEST

Completion of Activity Category	Maximum per Category	Funds Requested
Identify STGBs	\$5,000	\$ \$500
STGB Site Visits	\$19,000	\$ \$3,570
Closeout Report	\$1,000	\$ \$150
Maximum Request per Grant Application	\$20,000	\$ \$4,220

Initial Contact and Required Visits

Description	Cost estimate per visit	Quantity of STGBs	Total Cost
Cost estimate for initial contact and first visit with STGB	\$ 250	5 -7	\$ \$1,750
Cost estimate for second visit with STGB	\$ 130	5-7	\$ 910
Cost estimate for third visit with STGB	\$ 160	5-7	\$ 910
			\$ \$3,570

For each activity category please provide the information requested below. At a minimum, narrative should be provided to explain the costs estimates for each activity and total funds requested. Any additional supporting documents should be submitted with the application. Refer to the Grant Application Instruction Manual that provides helpful information for specific expenses associated with each activity.

Identify STGBs and Communication

Where applicable, provide the requested information for this activity category.

- A. **Description of Activities and Purchases:** Describe the proposed activities. Examples include:
- identifying STGBs by Standard Industrial Classification codes,
 - finding STGBs via vehicle
 - conducting web search and/or white pages
 - meetings of local officials and law enforcement
- B. **Tracking Activities and Purchases:** Describe the methods for tracking the activities, items and/or services purchased to perform the requirements of the activity category.
- C. **Cost Estimate to Complete Activity:** The basis for the cost estimate can include the number of hours necessary to complete this activity. An acceptable hourly cost range is \$16 to \$32. Mileage reimbursement can also factor in the cost estimate to complete this activity. Where applicable, explain how the number of STGBs factors into the cost estimate.

The proposed activities will include identifying the STGB's by vehicle and communication with local officials and law enforcement. The Galion City Health Department uses a system to track daily logs with HDIS (health district information systems) codes for working on this project will be logged programmatically and activity. Mileage is tracked in the city vehicles and program logged. At a cost estimate of \$ 30-32/hour, the total time for the identification and communication portion including mileage will take approximately two 8- hour days plus mileage. Assuming 15 minutes for travel, plus \$10 For mileage reimbursement per visit and 30 minute visits to 5-7 STGB's, with the initial contact taking 60 minutes per visit.

Visit STGBs

Where applicable, provide the requested information for this activity category.

- D. **Description of Activities and Purchases:** Describe the proposed activities. Examples include:
- Visits to individual STGBs
- E. **Tracking Activities and Purchases:** Describe the methods for tracking the activities and items purchased to perform this activity category.
- F. **Cost Estimate to Complete Activity:** Factors that should be accounted for in your estimation include:
- Grant funds allow up to **one hour** for first visit to STGB.
 - Grant funds allow up to **half an hour** for the second visit with each STGB.
 - Grant funds allow up to **half an hour** for the third visit with each STGB.
 - Further distances between STGBs can be considered into cost estimate if justified.
 - for example, the STGBs in rural targeted areas may be farther apart.
 - Mileage reimbursement can factor into cost estimate at \$0.575 per mile.

An acceptable hourly cost per task hour is \$16-\$32. However, it is expected that applicants requesting the maximum hourly amount are sending staff to the site in pairs, such as in areas where it would be inadvisable to visit alone.

The Galion City Health Department will make visits to the STGB's with 2 employees at \$32 per hour, \$10 for mileage reimbursement, and travel. Time and mileage will be tracked in 15 - minute increments through the HDIS system. GCHD does estimate that each initial visit will use an hour at each site and 30 minutes at each additional site visit at a minimum of 5-7 STGB's.

Closeout Report

Where applicable, provide the requested information for this activity category.

- G. **Description of Activities and Purchases:** Describe the proposed activities. Examples include:

- Adding all STGBs and visit results into required spreadsheet.
- Completion of Final Report to Ohio EPA
- Finalize fiscal administrative portion of contract.

H. **Tracking Activities and Purchases:** Describe the methods for tracking the activities and items purchased to perform this activity category.

I. **Cost Estimate to Complete Activity:** Factors that should be accounted for in your estimation include:

- The cost estimate can be based on the number of hours necessary to complete this activity. An acceptable hourly cost is as low as \$16 up to \$32.
- The Grant allows a maximum of 5 hours to complete this activity.

GCHD will complete the closeout report before June 15, 2024, estimating that 4 hours will be spent preparing the report at \$32 per hour give or take. Our fiscal officer will also help with portions of this report to be tracked on an excel spreadsheet and HDIS reports will be attached as well.

SECTION V: SIGNATURE OF AUTHORIZING OFFICIAL

Signature of Authorizing Official

Upon submission of this grant application, the applicant will be bound by its contents. In the event Ohio EPA approves this grant application, the applicant will fully comply with the contents and conditions outlined in the grant proposal. I, the undersigned Authorized Official of the grant applicant, certify that the applicant possesses all necessary authority to undertake the proposed activities identified in this application. I certify the information in this grant application is accurate and complete.

Authorizing Officials Name: Andrea Barnes

Authorizing Officials Title: Interim Health Commissioner

Authorizing Officials Signature: *Andrea Barnes*

Date: November 21, 2023