

**OHIO ENVIRONMENTAL PROTECTION AGENCY
MOSQUITO CONTROL GRANT AGREEMENT
SFY 2024 – 2025**

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 2024 Mosquito Control Grant Award for the Grant Project submitted for funding by the Grantee. This agreement is referred to herein as "The Agreement".

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

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

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

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

ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP

- 1.1 The Director of the Agency has the authority, pursuant to Ohio Revised Code (ORC) §3734.281, to enter into grant agreements with state and local government agencies, nonprofit organizations and colleges and universities for the purpose of carrying out the responsibilities of the Agency for which the money can be expended from the scrap tire management fund. The Agency may use the money in the fund to remediate conditions at a location that the Director has reason to believe has a substantial threat to public health or safety or the environment.
- 1.2 The Director of the Agency has the authority, pursuant to ORC§ 3734.82 (G)(1), to expend amounts that he/she determines necessary to implement, administer, and enforce the scrap tire provisions in ORC Chapter 3734 that include but are not limited to abating the accumulation of scrap tires that constitute a threat to human health or safety or the environment.
- 1.3 **(DMWM Chief)** Agency through the Chief of the Division Material and Waste Management (DMWM) shall be responsible for the evaluation of the Grantee's performance, authorization of payments to the Grantee, and authorizations of any and all modification(s) to the Agreement. The DMWM Chief, or his/her designee, shall coordinate communications with the Grantee's Authorized Official.
- 1.4 **(Grantee's Authorized Official)** The Grantee's Authorized Official or his/her designee shall, in accordance with the proposed budget, coordinate: 1) the work, activities, and requirements set forth in the Agreement; 2) the work, activities and

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

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

type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage. Grantor has sole exclusive discretion to permit expenses for computers and software when circumstance dictate the necessity for these purchases. Grantee must have pre-purchase approval from Grantor before acquiring computers or software.

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

ARTICLE II: SCOPE OF WORK

- 2.1 **(Scope of Work)** The Grantee shall successfully perform and complete: 1) Not later than thirty days after the effective date of this Grant Agreement, Grantee shall attend and complete the Ohio EPA webinar course Mosquito Control Grant Administrative Presentation 2) the work, activities, and requirements set forth in the body of the Agreement. 3) the work, activities, and requirements set forth in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; (Exhibit A is hereby made a part of the Agreement and incorporated herein by reference.)
- 2.2 **(Adherence to Budget)** The Grantee has submitted to the Agency, as a condition precedent to the Agreement and part of the Grant Application a proposed budget of costs. The Grantee represents and warrants that the proposed budget of costs accurately reflects anticipated project resources and expenditures for the term of the Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of the Agreement and in "**Exhibit A**" in accordance with the proposed budget of costs. If the Grantee desires to modify the budget of costs, the Grantee may only do so in accordance with the terms of Article XVIII, below.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 **(Term of Agreement)** The Parties agree that the Agreement is effective on the date when the last required signature is affixed hereto and runs through April 30, 2025, 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 **04/30/2025**.

- 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, 2025. 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 **\$13,028** 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.
- 4.8 **(Disposing of Equipment)** Within one year of the date the Grantee/Cooperating Enterprise received the equipment or site improvement, the Grantee/Cooperating Enterprise will repay to the Agency ninety percent (90%) of any expended funds granted by the Agency for the originally approved purchase of the equipment or site improvement.

During the second year after the date the Grantee/Cooperating Enterprise received the equipment or site improvement, the Grantee/Cooperating Enterprise will repay to the Agency seventy percent (70%) of any expended funds granted by the Agency for the originally approved purchase of the equipment or site improvement.

During the third year after the date the Grantee/Cooperating Enterprise received the equipment or site improvement, the Grantee/Cooperating Enterprise will repay to the Agency fifty percent (50%) of any expended funds granted by the Agency for the originally approved purchase of the equipment or site improvement.

Following the third year after the date the Grantee/Cooperating Enterprise received the equipment, the Grantee/Cooperating Enterprise may dispose of the equipment in a manner consistent with local regulations and without the approval of the Agency.

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 2024 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 money in a manner prohibited by the Agreement.

ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

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

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 **(Nondiscrimination in Hiring)** Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC 4112.01, military status (past, present or future), national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under the Agreement.
- 11.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability as defined in ORC 4112.01, military status (past, present or future), national origin, or ancestry.
- 11.3 **(Affirmative Action)** If required by ORC 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and

shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <http://www.business.ohio.gov/>.)

- 11.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

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

- 12.1 **(Purchase Ohio)** Pursuant to Executive Order 2008-12S, Grantee and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under the Agreement.
- 12.2 **(Purchase Minority, Diversity, and Equity)** Pursuant to Executive Order 2008-13S, Grantee and its subcontractors, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) program vendors. EDGE program guidance may be found by accessing the following website: https://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 **(Grantee Will Abide By Executive Order 2019-12D and Make Certain Disclosures)** Grantee also affirms, understands, and agrees to immediately notify Ohio EPA of any changes or shift in the location(s) of services performed by Grantee or its subcontractors under the Agreement and no services shall be changed or shifted to a location(s) that is/are outside the United States.
- 12.5 **(Performance of Services Outside U.S. is Material Breach)** If Grantee or any of its subcontractors perform services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of

the Agreement. The State of Ohio is not obligated to pay and shall not pay for such services.

- A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State of Ohio all funds paid for those services. The State of Ohio may also recover from the Grantee all costs associated with any corrective action the State of Ohio may undertake, including, but not limited to, an audit or a risk analysis, as a result of Grantee performing services outside the United States.
- 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.

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

2024 Mosquito Control Grant Application

Exhibit A

Application Submission Information

Applicant Type: Local Health District
Application Date: 01/26/2024

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
Andrea Barnes, Director of Environmental Health
113 Harding Way East
Galion, OH 44833
Email: andrea.barnes@galionhealth.org
Phone: 419-989-3189

Fiscal Officer

City of Galion
Brian Saterfield, City Auditor
301 Harding Way East
Galion, OH 44833
Email: briancsaterfield@galion.city
Phone: 419-468-1823

Funding Request

PROJECT CATEGORY	FUNDING REQUEST
Mosquito Surveillance	\$83.00
Larval Control	\$229.00
Adult Mosquito Control	\$2,214.00
Community Outreach and Education	\$4,274.00
Breeding Source Reduction	\$2,400.00
Contracted Services	\$4,300.00
Total Funding Request	\$13,500.00

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 approximately 10,448 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 Crawford, Morrow, and Richland counties 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

The Galion City Health Department will address mosquito control in Galion by using integrated pest management practices. GCHD is unable to perform surveillance for mosquitoes without the funding from the EPA MCG. Surveillance is the key to proper IPM and it provides good data to the Ohio Department of Health, as well as disease detection. Our city of Galion partner, the street department, also benefits from the MCG by funding some of the chemical used for adulticiding.

GCHD operates on a small state subsidy (<\$4,000) and approximately \$300,000 from our city's General Fund. GCHD applies for grants on a regular basis to improve the health in Galion. It is necessary for GCHD to obtain funds from Ohio EPA MCG to provide mosquito control with IPM; otherwise, it would be a small amount of social media education and some complaint-based spraying. GCHD, if awarded, plans to improve our educational outreach methods.

Collaborative Partners

The Galion City Health Department primarily partners 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 who provides the adulticide spray. Another effective partner we have with our education and outreach is the Galion-Crestline Area Chamber of Commerce.

Financial Need

Galion City Health Department is not supported by a levy; instead, we seek out grants and contracted services to meet our mission. The Galion City Health Department recently became nationally accredited in public health in August of 2023 which takes a lot of time, work, and money. GCHD is very proud of this accomplishment and plans to maintain accreditation for many years to come; however, it only increases our state subsidy by ~ \$2,000. Environmental Health relies on cost analysis of mandated programs to support licensing and inspections by an REHS. 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 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). 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.

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.

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. As bills are paid, all invoices are scanned and kept on our server.

Mosquito Surveillance Proposal

Description of Activities and Purchases

The mosquito contractor will provide this service; however, GCHD will provide the contractor with the traps from the Ohio Department of Health to use for trap setting. The funding requested here is for the batteries and/or PPE that may be needed during the surveillance activities.

Goals

Funding from this category will help accomplish the goals of the contracted person 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. This funding aids in the implementation of our mosquito surveillance plan.

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.

Proposed Timeline

The requested funding would cover the needed batteries, chargers or PPE that are needed to implement the mosquito surveillance plan from May through October 2024.

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 and the City of Galion.

Larval Control Proposal

Description of Activities and Purchases

The larval control purchase requested here is for the REHS on staff or street department employees to place in areas of standing water throughout the season. Galion is a low-lying area prone to standing water in the summer months.

Goals

The goal is to obtain mosquito dunks for the staff 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. The dunks will be placed when mosquito larvae are identified in public places of standing water.

Measuring and Evaluating Success

The 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 evaluation of success would possibly be the decreased need for adult mosquito control.

Proposed Timeline

The funding requested will be used to apply larval control to areas of standing water from May through October 2024.

Adult Mosquito Control Proposal

Description of Activities and Purchases

The funding requested here is to help the city of Galion street department purchase mosquito adulticide for the season.

Goals

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 meet the needs of public health protection from disease carrying and nuisance mosquitoes.

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. Evaluations usually come freely from the public as well.

Proposed Timeline

The requested funding will be used to supplement the cost of adulticide that the City of Galion will need to purchase by the end of the mosquito season in 2024.

Decision Making for Interventions

IVM or IPM uses a rational decision-making process which uses evidence-based resources

optimally for vector or pest control. Our plan is to start with education and outreach (including giving mosquito dunks and repellent wipes), follow with surveillance trapping and identifying standing water areas to treat, and only spray when those efforts prove to not bring our trap levels below 25 mosquitoes per trap. The community education and outreach will continue through the entire grant period, because we may always reach new people. The entire integrated vector management decision-making process will continue throughout the season, May through October 2024. It is what is best for the cost-effectiveness of resources as well as the public's health.

Community Outreach and Education Proposal

Description of Activities and Purchases

GCHD provides mosquito larvicide dunks to the community to treat their areas of standing water. At Galion Third Friday events throughout the summer months, we do an educational campaign for the community on how to reduce mosquito populations and give them free dunks. We are considering the purchase of radio spots, magazine and billboards for mosquito education. GCHD is also considering the use of the funding for mosquito repellent wipes for the community.

Goals

The goal with the funding for community outreach and education is to engage the community about prevention. Radio ads, magazine print, and billboards are highly effective tools to provide community education and local health department visibility. The messages tell people where we are and what we may provide to them to increase their protection against vectors or nuisance mosquitoes (mosquito repellent wipes).

Measuring and Evaluating Success

The success of community outreach and education is measured by the reduction of the repellent wipes and mosquito dunks purchased with the funding. The community usually obtains these supplies from printed advertisements, billboards, and/or radio ads.

Proposed Timeline

The Galion City Health Department will use the requested funding to complete the community education and outreach from May of 2024 through April of 2025.

Alignment with Ohio Department of Health

The GCHD will collaborate with the ODH for educational messages and brochures to place in our lobby as well as use at outreach events in the community. GCHD is anxious to receive new materials from the Ohio Department of Health with their new LOGO. As a local health department, it is important that our messages align with the Ohio Department of Health's vector control department and the Fight the Bite campaign.

Breeding Source Reduction Proposal

Description of Activities and Purchases

The GCHD will use the funding to provide scrap tire collection events either at the city-wide Spring Clean-up event or we will collaborate with Willig Tire to provide a few collection events for the Galion residents.

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.

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.

Proposed Timeline

The requested funding will be used to implement breeding source reduction efforts, specifically scrap tire removal from May of 2024 through April of 2025 in collaboration with the City of Galion and Willig Tire.

Contracted Services Proposal

Description of Activities and Purchases

The contracted service provider will implement 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 2024 and providing residents educational materials on mosquito control when necessary. The contractor may also apply larvicide dunks in public areas of standing water where mosquito larvae are identified.

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. This position also helps the ODH in meeting their state-wide mosquito surveillance goals.

Measuring and Evaluating Success

The 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.

Proposed Timeline

The requested funding will cover the cost of a mosquito surveillance contractor from May through October of 2024.

Breeding Source Reduction Project Details

Project Location: Liberty Street, , Galion, OH 44833

Project Materials:

Material Type	Estimated Quantity	Units
Tires	800	PTE

Previous Grant Compliance Information

For 2023 Grants:

The applicant has a one-year-old grant.

For 2022 Grants:

The applicant has a two-year-old grant.

The two year-old grant is closed.

For 2021 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 2024 Mosquito Control Grant, that the 2022 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 2024 Mosquito Control Grant.

Andrea Barnes

Health Commissioner

01/26/2024

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	\$	81.51
(2) Larval Control	\$	229.25
(3) Adult Control	\$	2,214.11
(4) Community Education and Outreach	\$	4,274.26
(5) Breeding Source Reduction	\$	2,400.00
(6) Seasonal Employees	\$	-
(7) Contracted Services	\$	4,299.84
TOTAL	\$	13,498.97

**Mosquito Control Grant
Project Budget
0**

Category: (4) Community Outreach & Education

Location	Metric	Cost/Metric	Estimated Quantity	Total Cost
Community Scrap Tire Collection	Tires	\$ 4.00	600	\$ 2,400
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sum of Additional Costs				\$ -

TOTAL REQUEST \$ 2,400

NOTES

Mosquito Control Grant Project Budget

0

Category: (5) Seasonal Employees

Start Date	End Date	Description	Hourly Rate	Total Hours	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
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TOTAL REQUEST \$ -

NOTES

