

**OHIO ENVIRONMENTAL EDUCATION FUND
GRANT AGREEMENT
SFY 2003**

THIS Agreement is effective on the date when the last required signature is affixed hereto. This Agreement is entered into by and between the Ohio Environmental Education Fund, hereinafter referred to as the "OEEF", and **FIELD(organ)**, hereinafter referred to as the "Grantee." This Agreement is made to administer the Ohio Environmental Education Fund Grant Award for the Grant Project submitted for funding by the Grantee assigned OEEF grant number **FIELD(grantno)**. In consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

**ARTICLE I
OEEF CONTACT AND COORDINATION**

1. **(OEE's Chief)** On behalf of the Director of the Environmental Protection Agency, the Chief of the Office of Environmental Education ("OEE") shall be responsible for evaluation of the Grantee's performance, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio Environmental Protection Agency OEE Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant or Grantee's Authorizing Agent.
2. **(Grantee's Project Director)** The Grantee's Project Director of the Grant Project identified above (Grantee's Project Director) shall, in accordance with the proposed budget, coordinate 1) the work, activities, and requirements set forth in the body of this Agreement; 2) the work, activities and requirements set forth in the Grant Application; and 3) the work, activities, and requirements set forth in any applicable conditions established precedent to this Agreement. The Grantee's Project Director shall coordinate all work through the OEE Chief, or his/her designee.
3. **(Grantee's Authorizing Agent)** The Grantee's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the Grantee. If the Grantee's Authorizing Agent wishes to communicate with the OEE, such communication must be with the OEE Chief or his/her designee.
4. **(OEE's Authorizing Agent)** The OEEF's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the OEEF. The OEEF's Authorizing Agent shall be the Director of the Ohio Environmental Protection Agency, or his/her delegated signatory.
5. **(Signatory Authority)** If the Grantee wishes to delegate signatory authority to a representative, written confirmation of the delegation shall be sent to the OEE Chief.

**ARTICLE II
STATEMENT OF WORK**

1. **(Term of Agreement)** The parties agree that this Agreement is effective on the date when the last required signature is affixed hereto and runs through the date the OEE issues a written letter of closure, except that the Grantee agrees to retain fiscal records according to Article VI, Paragraph 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 **FIELD(timeline)**. The Project Period may not be extended except upon mutual agreement by written request of Grantee with written approval of the OEEF.
3. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; 2) the work, activities, and requirements set forth in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; and, 3) if applicable, the work, activities, and requirements set forth in the conditions established precedent to this Agreement as those conditions are specified in "**Exhibit C**", which, if applicable, is attached hereto. (Exhibits A and C, if applicable, is/ are hereby made a part of this Agreement and incorporated herein by reference as if fully rewritten.)
4. **(Adherence to Budget)** The Grantee has submitted to the OEE Chief, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit A**" (attached hereto and incorporated herein) in accordance with the proposed

Budget. If applicable, the grantee shall also complete the work, activities, and requirements set forth in "Exhibit C" (attached hereto and incorporated herein if applicable) in accordance with the proposed budget. Said Budget is attached hereto, labeled "Exhibit B", is hereby made a part of this Agreement, and is incorporated herein by reference as if fully rewritten. If the Grantee desires to modify the Budget, the Grantee may only do so in accordance with the terms of Article V of this Agreement.

5. **(Fiscal & Activity Reports)** The Grantee shall provide OEE with fiscal and activity reports in accordance with the terms set forth in Article IV of this Agreement.
6. **(Three Copies of Products)** The Grantee shall provide the OEE Chief with three copies of all guides, brochures, lesson plans, audio/visual materials, activity instructions, and all other instructional or educational materials developed, in whole or in part, under this Agreement. The three copies shall be in formats suitable for public distribution and shall be provided to the OEE Chief within 30 days after they are developed.

ARTICLE III AWARD PAYMENTS AND EXPENDITURES

1. **(Award Amount)** The OEEF hereby awards a grant amount not to exceed \$**FIELD(amount)** to the Grantee.
2. **(Initial Payment)** The amount of the initial payment shall be 90% of the Grant Award amount or \$**FIELD(initial\$)**. The initial award payment shall not be made unless and until all parties hereto have executed this Agreement.
3. **(Final Payment)** The final payment, if any, shall not be made unless and until the OEE Chief determines that 1) the project has proceeded in accordance with the Grant Application; 2) the project has proceeded in accordance with the Conditions established precedent to this Agreement, if any, as specified in Exhibit C, if applicable; 3) the Grantee has satisfactorily performed its obligations pursuant to this Agreement; 4) the pertinent Activity and Fiscal Report(s) have been prepared according to OEEF written instructions; 5) all expenditures have been made in accordance with the Budget, which is attached hereto as Exhibit B; and, 6) the Grantee has satisfactorily established the need for additional funds. The OEE Chief's determinations shall be based upon submitted progress reports, site visits, and/or other methods deemed appropriate by the OEE Chief.
4. **(Balance of Grant)** Provided the OEE Chief makes the determinations set forth in the immediately preceding paragraph, the OEE Chief shall forward the final payment of an amount not to exceed \$**FIELD(final\$)** to the Grantee. The parties understand and agree that all payments made under this grant award are based on actual costs.
5. **(Unspent Funds)** Within ninety (90) days of the date of the close of the Project Period, the Grantee shall return all unspent funds to the OEEF. 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.
6. **(Expenditures Incurred Prior to Effective Date of Agreement)** The Grantee may not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to the effective date of this Agreement as specified in ARTICLE II, Paragraph 1.
7. **(Prohibited Expenditures)** The Grantee may not use any funds granted under this 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 OEEF grant application guidelines (all costs must be directly attributed to project activities); and i) anything else listed in current OEEF grant application guidelines as being prohibited.
8. **(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 this Agreement. The OEEF, Ohio Environmental Protection Agency and its agents and employees, and the Environmental Education Fund Council assume no responsibility for the payment of any expense or debt incurred by the Grantee.
9. **(Liability)** The OEEF, the Director of the Ohio Environmental Protection Agency, employees and representatives of the Ohio Environmental Protection Agency, and members of the Environmental Education Council shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

**ARTICLE IV
GRANTEE PROJECT REPORTS**

1. **(Fiscal Progress Reports)** Fiscal progress reports shall account for the fiscal activity of the grant project for six-month periods. The Fiscal Progress Reports must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Project Director, Authorizing Agent and/or Fiscal Agent. These Fiscal Progress Reports are due **60 days from the end of each six-month period and from the end of the project period**. The first Fiscal Progress Report is due to the OEE Chief on **FIELD(fiscalrep)**.
2. **(Activity Progress Reports)** Activity Progress Reports shall describe the activities and accomplishments of the grant project for six-month periods. The Activity Progress Reports must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Project Director, Authorizing Agent and/or Fiscal Agent. These Activity Progress Reports are due **60 days from the end of each six-month period and from the end of the project period**. The First Activity Progress Report is due to the OEE Chief on **FIELD(progrep)**.
3. **(Closing Reports)** Closing Fiscal and Closing Activity Reports shall describe all fiscal activities and all project activities and accomplishments covering the entire project period. The Closing Reports shall integrate and add to all previously submitted fiscal and activity reports. The Closing Fiscal Report shall also include documentation of all support (cash, in-kind, and/or other contribution) received from sources other than the OEEF in support of the activities of the Grant Project. The reports must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Project Director, Authorizing Agent and/or Fiscal Agent. These Closing Reports are due **60 days from the end of the Project Period**. These reports are due to the OEE Chief on **FIELD(finalrep)**.
4. **(Report Information)** With respect to each and every fiscal and activity report, the Grantee agrees to submit information identified by OEE in the "Grants Administration Reference Folder" and, where applicable, on forms supplied by OEE.

**ARTICLE V
MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES**

1. **(Project Budget Modifications)** The Grantee may modify a budget line item, as contained in Exhibit B, without prior written approval of the OEE, provided these modifications do not modify the project activities and do not increase the total project cost. The Grantee shall provide the OEE Chief written notice of these changes and a revised budget in written form within thirty (30) days after the Grantee's determination that a revision to the budget is needed. The Grantee shall report the Project Budget modifications according to the guidelines set forth in the "Grants Administration Reference Folder". Further, the Grantee shall maintain in its fiscal records documentation of all budget line item modifications.
2. **(Project Activity Modifications)** The Grantee may NOT modify the Project Activities, as contained in Exhibit A, without prior written approval of the OEE Chief, or his/her representative. The Grantee shall propose the requested Project Activity modifications according to the guidelines set forth in the "Grants Administration Reference Folder".

**ARTICLE VI
RECORDS**

1. **(Separate Accounting)** The Grantee shall establish and maintain separate accounting records for the management of funds pursuant to this Agreement consistent with generally accepted accounting practices.
2. **(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.
3. **(Records Retention)** The Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five years from the date the conditions of this Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located.
4. **(Access and Audit)** The Grantee shall provide the OEE with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two (2) weeks following the OEE's written request for such access. The OEE 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.

ARTICLE VII DISPUTES AND TERMINATION

1. **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute (other than whether any payment of money or reimbursement of money is due under this Agreement) regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, shall be resolved by the Director after the OEE Chief has endeavored to resolve the dispute, through discussions with the Grantee's Project Director.
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 this Agreement, or breach thereof, the Director may immediately, with written notice to the Grantee, suspend or terminate this 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 OEEF, if it appears to the Director that 1) the Grantee has not substantially performed according to the terms of this 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 this Agreement is substantially endangered.
3. **(Cessation of Activities)** The Grantee, upon receipt of notice to suspend or terminate project operations, shall cease all work under this 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 OEE.

ARTICLE VIII ARBITRATION

1. **(Dispute Regarding Payment)** If any dispute arises between the OEEF and the Grantee concerning whether any payment of money or reimbursement of money is due under this Agreement, either party may notify the other party, in writing, of the dispute ("Notice of Dispute"). If a Notice of Dispute is delivered, each party shall provide the other party with the documentation necessary to consider such dispute and the parties shall then make a good faith effort to amicably resolve the dispute.
2. **(Demand for Hearing)** If the dispute concerning whether any payment of money or reimbursement of money is due under this Agreement is not resolved within sixty (60) days of the date of the written Notice of Dispute, then either party may demand to have such dispute arbitrated before a Hearing Officer/Examiner of the Ohio EPA. A demand for an arbitration hearing shall be sent to the Chief Hearing Examiner of the Ohio EPA, 5th floor, Legal Section, 122 South Front Street, The Lazarus Government Center, P.O. Box 1049, Columbus, Ohio 43216-1049.
3. **(Selection of Arbitrator)** If an arbitration hearing is demanded, the Chief Hearing Examiner shall select an Ohio EPA Hearing Officer/Examiner to serve as the arbitrator for such hearing. The selections of Ohio EPA Hearing Officers/Examiners as arbitrators shall be made on a rotating basis.
4. **(Decision)** If an arbitration hearing is demanded, the arbitrator shall promptly hear, in Franklin County, Ohio, the dispute presented and shall render his decision within sixty (60) days subsequent to the conclusion of the arbitration hearing.
5. **(Rules of Hearing)** The arbitration hearing shall be conducted in accordance with the rules of the American Arbitration Association then prevailing, except the arbitrator shall not receive any compensation beyond his normal compensation.
6. **(Costs of Hearing)** In any arbitration proceeding, each party shall assume its own costs.

ARTICLE IX PUBLIC RECORDS/REPRODUCTION

1. **(Public Record)** The parties hereto understand and agree that it is the intent of the OEEF to make all materials submitted as a part of this project available to the public.
2. **(Right to Reproduce)** The Director, the Ohio EPA and its agents and employees, and the OEEF and its agents and employees reserve a royalty-free, nonexclusive, and irrevocable license and right to reproduce, publish or otherwise use, and to authorize others to use, for Ohio Governmental purposes:

- a. Any materials or products developed, in whole or in part, with the use of any OEEF grant award moneys;
- b. The copyright in any work done or in any materials or products developed, in whole or in part, with the use of any OEEF grant award moneys; and
- c. Any rights or copyright purchased, in whole or in part, with the use of any OEEF grant award moneys.

ARTICLE X GENERAL PROVISIONS

1. **(Modifications)** The parties agree that this Agreement may not be modified except upon written approval by both parties to this Agreement.
2. **(Execution)** Two or more copies of this 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.
3. **(Headings)** The headings of provisions of this Agreement are designed merely to assist the reader and should not be utilized to interpret the terms hereof.
4. **(Gender References)** Reference to one gender shall be construed to include reference to the other gender where appropriate.
5. **(Funding Contingency)** It is understood by the parties to this Agreement that the OEEF's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. This Agreement is subject to the Ohio Revised Code 126.07, which provides, in part, that the obligations of the OEEF under this Agreement shall not be valid and enforceable unless the director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. The expenditure of funds by the OEEF under this Agreement is further contingent upon the approval of such expenditure by the Controlling Board, if such approval is required pursuant to Ohio Revised Code Section 127.16.
6. **(Non-Assignability)** This Agreement shall not be assignable by either party without prior written consent of the other party.
7. **(Subcontracting)** The Grantee may not subcontract its rights or obligations hereunder without the prior written consent of the Director.
8. **Contractual Services)** A written agreement between the Grantee and a third party for contractual services related to the grant project shall not relieve the Grantee of any of its responsibility under the terms and conditions of this Agreement. In addition, the Grantee agrees to make a third party aware of the conditions of this Agreement found at Public Records/Reproduction, Article IX, Paragraphs 1 and 2, and, at General Provisions, Article X, Paragraphs 13 through 22. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by this Agreement or the Grant Guidelines. For example, the Grantee agrees not to use OEEF grant dollars to pay the third party any indirect costs for contractual services above the amount allowed for indirect costs in the current OEEF grant application guidelines.
9. **(Governing Law)** This Agreement shall be interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. In the event that any provision of this Agreement conflicts with any applicable federal, state or local law or regulation, the law or regulation shall take precedence.
10. **(Severability)** A determination that any part of this 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.
11. **(Indemnification)** Each party will be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages, costs, and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts or other conduct or the negligence, tortious acts or other conduct of its respective agents, officers, or employees.
12. **(Hiring Responsibility)** The Grantee shall be solely responsible for the hiring of all its employees, subcontractors, agents, and representatives. The Grantee states that all personnel involved in the performance of this Agreement shall be properly qualified, trained, competent, and shall be appropriately medically monitored during the activities undertaken.

13. **(Non Discrimination)** Pursuant to the Ohio Revised Code Section 125.111, the Grantee agrees that in the hiring of any employee or any subcontractor (if a subcontractor is permitted) for the performance of work under this Agreement, the Grantee shall not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, against any citizen of this State in the employment of a person qualified and available to perform the work to which this Agreement relates. The Grantee further agrees that the Grantee, or any person acting on behalf of the Grantee, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee or subcontractor (if a subcontractor is permitted) hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry. The requirements of this paragraph shall apply to employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff, termination, rates of pay and other forms of compensation, and selection for training and apprenticeship.
14. **(Affirmative Action)** The Grantee represents that, if required by the Ohio Revised Code 125.111, it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and will file a description of that program and a progress report on its implementation annually with the Ohio Civil Rights Commission and the Minority Business Development Office.
15. **(Licenses, Permits, and Certificates)** The Grantee represents that the Grantee possesses all required licenses, permits, certificates, and registrations necessary to lawfully fulfill the duties arising out of this Agreement.
16. **(Payroll Requirements)** In the performance of this Agreement, the Grantee further agrees: a) to comply with all applicable requirements regarding Workers Compensation, payment of wages, and deductions; b) to pay all required taxes and make all required social security and unemployment contributions; and c) to make all required payroll deductions and/or payments.
17. **(Federal Statutes and Orders)** In the performance of this Agreement, the Grantee further agrees to comply with the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and all applicable Federal Executive Orders.
18. **(Drug-Free Workplace)** By entering into the Agreement, the Grantee hereby certifies that, in the performance of this Agreement, the Grantee will maintain a drug-free workplace and the Grantee will not engage in or allow the unlawful manufacture, sale, transfer, distribution, dispensation, possession, or use of a controlled substance. ("Controlled substance" is defined in Ohio Revised Code Section 3719.01(D).) The Grantee also agrees to comply with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.)
19. **(Campaign Contributions)** The Grantee shall not use any funds received under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.
20. **(Campaign Contributions)** The Grantee affirms that, as applicable to the Grantee, no party listed in the Ohio Revised Code 3517.13(I) or Ohio Revised Code 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000 to the Governor or to his campaign committees.
21. **(Soliciting Donations)** The Grantee shall not use any funds received under this Agreement to solicit donations or memberships to the Grantee's organization.
22. **(All Other Laws)** In the performance of this Agreement, the Grantee agrees to comply with all other applicable federal, state, and local laws not specifically mentioned herein.
23. **(Supersedence)** This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter hereof, and may not be modified or extended except by an agreement in writing signed by each of the parties hereto, provided that any such modification shall comply with and be subject to any statutory or regulatory requirements or restrictions placed upon OEEF's authority to enter into agreements.

By signing the signature page, the Grantee assures and certifies that the specific information detailed in this Agreement, the Grant Application (Exhibit A), the Project Budget (Exhibit B), and, if applicable, any pre-established conditions (Exhibit C) are current, accurate and complete.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

Signature of Grantee's Authorizing Agent

Date

Name and Title of Authorizing Agent
Organization Name
(Please type or Print)

Christopher Jones or Authorizing Agent
Ohio Environmental Protection Agency, for
Ohio Environmental Education Fund

Date