

SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its **DIVISION OF PARKS AND WATERCRAFT, (“ODNR”)** with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **Columbus Division of Police Marine Patrol** (DUNS # 31-6400223), which is located at 120 Marconi Blvd, Columbus, Oh 43215 (**“Subrecipient”**).

ODNR provides financial assistance to political subdivisions, conservancy districts, and state departments to establish, maintain, and operate a marine patrol program through the Marine Patrol Assistance Grant Program (“MPAGP”). The MPAGP provides financial assistance for marine patrols to enforce Ohio Revised Code Chapters 1547 and 1548 and provide emergency response services during watercraft accidents. Expenditures for MPAGP funds are provided under this Agreement are provided through ODNR’s Waterways Safety Fund.

Expenditures for this Agreement are also partially provided by federal funds. ODNR received a federal grant under the terms and conditions of a Recreational Boating Safety Program Grant, awarded through the U.S. Coast Guard. This grant is identified by Federal Award Identification Number (FAIN) 3320FAS200139, which became effective on October 1, 2019, with a total award amount of \$3,086,563, and an approved indirect rate of 16.46%. This grant is made under Catalogue of Federal Domestic Assistance Number 97.012 and Boating Safety Financial Assistance. This Agreement is a subaward of that grant.

Subrecipient is an applicant who submitted a grant proposal (the “Grant Proposal”) to ODNR for this grant program. Under R.C. § 1501.01 § 1547.67, ODNR may provide state funds and federal pass-through grants to eligible applicants for the MPAGP. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive these funds. Subrecipient will use these funds in establishing, maintaining, or operating of a marine patrol program to enforce the rules, regulations, and ordinances promulgated by state and local authorities regarding watercraft operation and to provide emergency response services during watercraft accidents.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Subrecipient a MPAGP award not to exceed \$29,649.68 for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in the Request for Assistance, Marine Patrol Schedule and Exhibit A. approved Estimated Budget. Subrecipient shall maintain a Marine Patrol program in accordance with the minimum specifications listed in Exhibit C, which is attached hereto and made a part of this Agreement. Subrecipient has established a calendar year budget for its participation in the MPAGP which has been attached hereto as Exhibit A. Subrecipient agrees to provide at least twenty-five percent of the total program cost. No grant funds will be available from ODNR after June 30, 2020.
2. **Subrecipient Funds.** The funds for paying the Subrecipient’s share of the total program cost has been established through duly authorized acts of government officials and the fiscal officer or budget authority of the Subrecipient. Subrecipient certifies by signing this Agreement that \$9,883.23 is available from funds at its disposal and will be expended for the purposes of this Agreement.
3. **Approval for changes in expenditures.** The details specified in Exhibit A shall be binding regarding expenditures under this Agreement. Pursuant to the total dollar amount budgeted and reflected in Exhibit A, specific estimated category amounts shall be prorated and reduced accordingly. Any changes in

expenditures in any category (personnel, uniform, equipment, or miscellaneous expenses) exceeding fifteen percent of the total budget amount require an email notice to ODNR. Any changes in expenditures in category II or III (uniform or equipment) exceeding fifteen percent of the total budget amount require written notice and ODNR's prior written approval.

4. **Ohio Revised Code § 1547.67.** Pursuant to Ohio Revised Code § 1547.67, ODNR's contribution shall not exceed \$29,649.68 on a cost share basis in any calendar year. ODNR's share of the MPAGP costs shall be used exclusively for items contained in the MPAGP estimated budget as adjusted and approved by ODNR.
5. **Unspent funds.** Subrecipient shall submit a complete and accurate accounting of expenditures under this Agreement to ODNR's Division of Parks and Watercraft postmarked on or before December 15, 2020. If any portion of the total program cost remains unspent on December 15, 2020, then ODNR's share of the unspent funds based on the program cost established by this Agreement shall be immediately returned to ODNR.
6. **Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR, such reports and documents as ODNR may request; (2) establish a separate special account for the funds for the acquisition and/or development of the Project; (3) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after completion of the Project.
7. **Law Enforcement Efforts.** Subrecipient's law enforcement efforts shall be concerned with enforcement of the Ohio Revised Code Chapter 1547 and any rules of any waters within the territorial limits of the Subrecipient established by the Chief of the Division of Parks and Watercraft in accordance with the Administrative Procedures Act and any rules, regulations, or ordinances promulgated by state or local authorities pertaining to the operation of watercraft. All local ordinances pertaining to the operation of watercraft must be expressly approved by the Chief of Parks and Watercraft in order for Subrecipient to remain eligible for funding.
8. **Research and Development.** Grant funds shall not be used for research and development.
9. **Indirect Costs.** Grant funds are not authorized for indirect costs.
10. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. This Agreement shall terminate on December 15, 2020 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.

11. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.
12. **Ordinance or Resolution.** Duly authorized government officials of the Subrecipient certify that the Subrecipient has approved participation in the MPAGP and this Agreement by ordinance or resolution dated [REDACTED] which is attached hereto as Exhibit B.
13. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.
14. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.
15. **Nondiscrimination in Employment.** Pursuant to R.C. § 125.111 and ODNR policy, Subrecipient agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Subrecipient further agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

16. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
17. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

18. **Open Trade.** Pursuant to R.C. § 9.76(B), Subrecipient warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
19. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
20. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
21. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
22. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: www.ecfr.gov.
23. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
24. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
25. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).
26. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to

the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition in accordance with 2 CFR 200.333.

27. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
28. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
29. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
30. **Expenditure of Public Funds for Offshore Services.** The Subrecipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Subrecipient has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
31. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 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 \$1,000.00 to the Governor or the Governor's campaign committees.
32. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

33. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
34. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
35. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
36. **Notice.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<p>Subrecipient Contact:</p> <p>Timothy S Gordon Police Officer Columbus Division of Police Marine Patrol 120 Marconi Blvd Columbus, Oh 43215 (614) 645-4946 tgordon@columbuspolice.org</p>	<p>ODNR Contact:</p> <p>Cindy Bellar Grants Coordinator ODNR Parks and Watercraft 2045 Morse Rd. C-4 Columbus, Ohio 43229 614-265-6504 Cynthia.bellar@dnr.state.oh.us</p>	<p>Federal Agency Contact:</p> <p>Pavlo Oborski Chief, Grants Management Branch U.S. Coast Guard 2703 Martin Luther King Jr. Ave SE Washington, DC 20593-7501 202-372-1055 Pavlo.Ororski@uscg.mil</p>
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37. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
38. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
39. **Lobbying.** Subrecipient certifies that no Federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension,

continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

40. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
41. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
42. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
43. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
44. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
45. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
46. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Agreement on the date stated below that party's signature.

SUBRECIPIENT

Columbus Division of Police Marine Patrol

OHIO DEPARTMENT OF NATURAL
RESOURCES

DIVISION OF PARKS AND WATERCRAFT

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2019-12D
Banning the Expenditure of Public Funds on Offshore Services**

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)