REQUEST FOR PROPOSALS

Consultant Support for the Development of Stream and Wetland Restoration Projects

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SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

Project Summary

On behalf of the Central Lake Erie Basin Collaborative, Chagrin River Watershed Partners, Inc. (CRWP) is seeking a contractor (“Subgrantee”) to provide a variety of comprehensive conceptual plans, detailed construction cost estimates, descriptions of potential permit requirements and utility conflicts, schematics, site maps and other images on an as needed basis for several projects within Ohio Central Lake Erie Basin watersheds (“Project”). This Project is funded by the Ohio Lake Erie Commission’s Lake Erie Protection Fund. This contract will include assistance to CRWP and coordination with its Project partners including, the Doan Brook Watershed Partnership (“DBWP”), Bluestone Conservation (“Bluestone”), and Lake County Soil & Water Conservation District (“Lake SWCD”).

The total maximum cost/price for performance under this contract is $15,000. This maximum amount of $15,000 shall not be exceeded under any circumstances unless written authorization is obtained from Chagrin River Watershed Partners.

Please contact Laura Bonnell at 440-975-3870 ext. 1002 or lbonnell@crwp.org with questions.

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

I. Background

The Central Lake Erie Basin Collaborative (Collaborative) is a network of organizations and initiatives working together for the health of Lake Erie watersheds. The Collaborative empowers and strategically aligns watershed organizations and communities to protect and restore land and water resources, improve water quality, and engage people to steward streams and Lake Erie. Through this unique model of regional collaboration, we are sharing services and resources, enhancing efficiencies, filling gaps in service and increasing the power of our collective voice. Since 2016, regional circuit riders have provided services to advance the work of participating organizations and fill gaps in service with funding from The George Gund Foundation, Ohio EPA Section 319 Grant Program, Cleveland Foundation and others. The circuit riders are embedded in the teams of Chagrin River Watershed Partners (CRWP) and West Creek Conservancy (WCC) which serve watershed organizations and underserved communities throughout Ohio’s Central Lake Erie Basin. CRWP and WCC help organizations and communities plan and secure funding for projects that protect and restore natural areas, treat and reduce stormwater runoff, help landowners address flooding, erosion and water quality problems and help communities with land use planning and zoning to protect our water resources.

The Collaborative’s 24 participating non-profits, agencies and volunteer efforts serve 300 communities in parts of 16 northeast Ohio counties located within 190 watersheds. The Collaborative is coordinated by a volunteer steering committee. Participating Collaborative organizations include Firelands Coastal Tributaries, Bluestone Heights, Cuyahoga Soil and Water Conservation District, Rocky River Watershed Council, Cuyahoga River Restoration, Big Creek Connects, West Creek Conservancy, Tinker’s Creek Watershed Partners, Friends of Euclid Creek, Doan Brook Watershed Partnership, Chagrin River Watershed Partners, Lake Soil and Water Conservation District, The Nature Conservancy, Grand Ashtabula Conneaut Partnership, Black River Area of Concern, Friends of Vermilion River, Friends of Huron River, Chippewa Creek, Brandywine Creek, Friends of Yellow Creek, Friends of the Crooked River, Middle Cuyahoga and Breakneck Creek. Participating groups assist one another to preserve and restore
watersheds, educate the public, and implement water quality and habitat improvement projects. For more information about the Collaborative, please visit [http://centrallakeerie.org/](http://centrallakeerie.org/).

The CRWP, on behalf of the CLEB, received a Lake Erie Protection Fund (LEPF) grant to fund the project development needed to prepare at least 12 projects for implementation that will restore at least 9,730 linear feet of stream, 32 acres of riparian corridor, and 13 acres of wetland in Ohio Central Lake Erie Basin watersheds. Project development in targeted watersheds will support objectives for existing critical areas within approved Non-Point Source Implementation Strategy (NPS-IS) plans. Project activities will include aquatic habitat assessments, public and stakeholder engagement, conceptual planning, cost estimating, and pollutant load reduction modeling to prepare projects for funding through federal and state grants. Collaborative organizations have identified that engineering support is a key need for bringing projects to a grant-ready status. CRWP is seeking to select a consultant to provide technical input on concept plans and cost estimates where needed.

II. Project Description

CRWP and its project partners are preparing the following 12 projects for implementation:

- **Talcott Creek - Grand River HUC-12:**
  - **Stony Glen Camp Headwater Stream Restoration Project** – This project would address severe downcutting and incision with woody structures to slow down erosive flows to allow channel to aggrade and reconnect to its floodplain.

  - **Lake County Rod and Gun Club Headwater Stream Restoration** - This project would address severe downcutting and incision with woody structures to slow down erosive flows to allow channel to aggrade and reconnect to its floodplain.

- **Doan Brook Frontal Lake Erie HUC-12:**
  - **Green Creek Escarpment Restoration Project** - Restore 2,300 linear feet of headwater stream habitat and 2.6 acres of wetland in the Cities of Euclid and Cleveland.

  - **Rockefeller Park Stream Restoration** - Restore 1,800 linear feet of Doan Brook to reduce erosion, promote fish passage, improve in-stream habitat, and reduce nutrient loading in the City of Cleveland. This project will notch 11 drop structures over 1,200 linear feet and repair, reconstruct, or stabilize in an environmentally sustainable fashion. Grade control structures may also be necessary between the structures and at the upstream end of the project to prevent headcut formation. A 30% design for this project was completed in 2016.

  - **Canterbury Golf Club Stream Restoration** - Restore 680 linear feet of deeply incised upper reach of Doan Brook South Branch and enhance riparian corridor in the City of Beachwood. A 30% design for this project was completed in 2016.
- **Belvoir Road Stream Restoration** - Restore 350 linear feet of Doan Brook South Branch and 0.5 acres of floodplain wetland along western edge of Canterbury Golf Club in the Cities of Shaker Heights and Beachwood. The stream is deeply incised, channelized, lacks stream substrate, floodplain storage and riparian vegetation. A concept plan and cost estimate was completed for this project in 2016.

- **City of Euclid Frontal Lake Erie HUC-12:**
  - **Euclid Creek Waterfront Improvement Project** - Restore 1,320 linear feet of stream and 1.1 acres of wetland and create a forested wetland buffer in the City of Euclid.

- **Griswold Creek - Chagrin River and Town of Willoughby - Chagrin River HUC-12s:**
  - **Pepper Pike Country Club Dam Removal and Stream Restoration** – This basin, located just east of Chatham Road, is proposed to be removed and converted to a natural channel by dredging and excavating approximately 4,500 cubic yards from the basin and regrading within the existing basin footprint to create a channel with appropriate bankfull dimensions that will maintain stability (sediment transport), and conveyance over time. Additionally, the existing weir and spillway at the outlet of the basin is proposed to be removed. These modifications will reduce the hydraulic grade line upstream at Chatham Road, address the poor structural condition of the outlet structure by removing it, and improve stream health by increasing floodplain access and removing a fish barrier.

  - **Pepper Creek Floodplain Restoration (Pepper Pike City Hall)** – This project is located at the intersection of Shaker Boulevard, Gates Mills Boulevard, and Brainard Road in the community of Pepper Pike. The western edge of the problem area extends into Beachwood. The problem area includes both institutional and residential areas and was delineated because of flooded building, transportation, and utility assets (BTUs) near the Shaker Boulevard traffic circle and structural issues along the open channel in the downstream portion of the problem area. At the 25-year design storm event, a portion of Shaker Boulevard becomes inundated and is impassable during the 50-year storm. Brainard is predicted to flood at the 50-year storm but remains passable at the 100-year event. The Pepper Pike Fire Station is predicted to experience foundation flooding beginning at the 100-year event. In total, by the 100-year event, 5 transportation assets and 1 building are inundated and deemed at risk.

  - **Pepper Creek Floodplain Restoration and Streambank Stabilization (Chatham Road)** - This stream just downstream of Chatham Road is proposed to be modified by excavating approximately 6,200 cubic yards and regrading the channel with appropriate bankfull dimensions that will maintain stability (sediment transport) and conveyance over time. This modification improves conveyance through the channel and decreases the upstream water surface elevation at Chatham Road to mitigate the tailwater condition.

- **Town of Willoughby-Chagrin River subwatershed (HUC: 04110003-04-03) projects:**
- **Chagrin River Landing/Borac’s Landing Riparian Wetland Restoration** – Restore 1 acre of riparian wetland along the mainstem of the Chagrin River and improve public access at Chagrin River Landing in the City of Eastlake.

- **Andrews Osborne Academy Restore Floodplain and Enhance Wetlands** - Restore 32 acres of riparian corridor with native plantings and 8 acres of wetlands and improve public access to the Chagrin River in the City of Willoughby.

**PROJECT PARTNERS:**

Chagrin River Watershed Partners (CRWP) has partnered with the Doan Brook Watershed Partnership ("DBWP"), Bluestone Conservation ("Bluestone"), and Lake County Soil & Water Conservation District ("Lake SWCD") to complete this Project. CRWP was awarded the Lake Erie Protection Fund grant on behalf of the Central Lake Erie Basin Collaborative and will continue to develop the Collaborative's strategic watershed protection and restoration work through this grant. The Collaborative is a network of watershed organizations and initiatives working together to protect and restore natural areas and promote stormwater solutions for healthy streams and Lake Erie.

**PROJECT GOALS**

**Goal 1:** Develop implementation planning for 12 critical restoration projects in the Grand River, Chagrin River, and Doan Brook watersheds.

**Goal 2:** Bring these 12 projects to a grant-ready status in order to eventually restore degraded streams and wetlands to reduce nutrient pollution, enhance habitats for native fish and wildlife, control invasive plants, and improve fishing, boating, swimming, hiking and other outdoor recreational opportunities for people on Lake Erie and its tributary streams and watersheds.

**Goal 3:** Work with communities and partners to define local needs, develop restoration plans using a sound bioengineering approach, and incorporate projects into watershed plans approved by Ohio EPA. With clearly defined watershed needs and desired outcomes and with engineering support, the projects will be eligible for grant funding to support restoration work.

**SECTION C: SUBGRANTEE SCOPE OF SERVICES AND SCHEDULE**

**I. Overview**

Through this Request for Proposals, CRWP will select a Subgrantee to provide assistance with the development of comprehensive conceptual plans, detailed construction cost estimates, descriptions of potential permit requirements and utility conflicts, s schematics, site maps and other images for a variety of the twelve (12) projects listed above. Specifically, the selected consultant will review and provide input on conceptual plans, cost estimates, and other deliverables developed by CLEB partners for a selection of the 12 projects listed above, as needed and within budget. The selected consultant will also lead development of conceptual plans, cost estimates, and other deliverables listed in Section C.II for a selection of the 12 projects listed above, as needed and within budget. CRWP and its project partners
will select a Subgrantee on the basis of Subgrantee qualifications, price, understanding of the scope of services, and level of services to be provided.

All conceptual plans will be completed in accordance with the goals of the LEPF grant and in cooperation with CLEB partners. Conceptual plans should address/reduce water quality and habitat impairments identified for the sites in this RFP. A summary of the contractor scope of services and proposed schedule are as follows:

II. Subgrantee Scope of Services

This Request for Proposals, the Consultant proposal, CRWP’s Grant Agreement with the Ohio Lake Erie Commission shall be incorporated as part of CRWP’s contract with the Consultant.

A. As needed and within the total contract budget of $15,000, provide consultant support towards the development of comprehensive conceptual plans, detailed cost estimates, descriptions of potential permit requirements and utility conflicts, schematics, site maps and other images for the proposed restoration projects to address problems/impairments.

B. All plans should include at least two conceptual plan alternatives for consideration by landowners and/or host CLEB organizations.

C. Assess the baseline conditions of the streams and wetlands targeted for restoration (QHEI or ORAM) and estimated project degree of ecological improvement (increase in QHEI/or ORAM scores) expected if the proposed restoration approach is implemented.

D. Include relevant typical details of proposed restoration techniques.

E. Provide a written explanation of the proposed restoration approach with justification of how the proposed work will improve on-site conditions and benefit downstream areas/the watershed.

F. All plans must meet or exceed the goals identified in the awarded LEPF Grant for this work. Revise plans based on comments from CLEB partners and regulatory agencies.

G. All plans must include an inventory of all necessary local, state, and federal permits needed to complete the proposed work, including but not limited to U.S. Army Corps of Engineers, Ohio EPA, and Ohio Department of Natural Resources.

H. All materials, reports, surveys, delineations, plans, etc. will be available to CLEB partners to use for educational materials and signage, grant documentation and reporting, permitting, future grant proposals, and future construction.

I. Subgrantee must lead and attend a Project kick-off meeting and be available for meetings with CRWP and project partners as needed.

J. The Subgrantee shall be solely responsible for all data and information sources utilized for this Project.

III. Schedule

March 16, 2023 1:00 – 2:00 pm: Optional virtual pre-bid meeting. Please RSVP to Laura Bonnell at lbonnell@crwp.org by March 15, 2023.
March 22, 2023: Deadline for questions to be received by 5:00 PM and directed to Laura Bonnell (lbonnell@crwp.org) via email only.

March 29, 2023: Question and Response document will be issued to all recipients of the RFP and posted to CRWP’s website https://crwp.org/request-for-proposal/.

April 7, 2023: Proposals must be received virtually by 11:00 a.m. to Laura Bonnell at lbonnell@crwp.org.

All anticipated timeframes below are subject to change:

April 2023: Anticipated date for CRWP to award contract.

April 2023 – September 2023: Complete all requested comprehensive conceptual plans, detailed construction cost estimates, descriptions of potential permit requirements and utility conflicts, schematics, site maps and/or other images as needed for a variety of the twelve (12) projects listed above that fits within the project budget. All work under this contract, including invoices, must be completed, and delivered to CRWP.

SECTION D: Applicable State and Federal Requirements

I. Overview
The subgrantee must comply with the following conditions and all conditions within the Ohio Lake Erie Commission’s Lake Erie Protection Fund Grant Agreement with CRWP (Exhibit A).

II. Compliance with State and Federal Grant Agreement Requirements
In the performance of the duties and obligations under the Grant Agreement, Subgrantee shall comply with all applicable:

A. Ohio Governor Executive Orders;
B. Federal, state, and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
C. Federal, state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

The Subgrantee and sub Subgrantees shall take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;

E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

F. Requiring that sub Subgrantees, if subcontracts are to be let, take the affirmative steps listed in this Paragraph;

G. Pursuant to Executive Order No. 2008-12S, Subgrantee and sub Subgrantees, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Grant Agreement; and

H. Pursuant to Executive Order No. 2008-13S, Subgrantee and sub Subgrantees, 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 viewed online at http://das.ohio.gov/Divisions/EqualOpportunity.aspx. The list of State-certified MBE and EDGE businesses may be found by accessing the following websites: https://eodreporting.oit.ohio.gov/searchMBE.aspx https://eodreporting.oit.ohio.gov/searchEDGE.aspx

III. Nondiscrimination

The Subgrantee shall not discriminate, by reason of race, color, religion, sex, age, national origin, disability, or military status as defined in section 4112.01 of the Revised Code, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement, nor against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, disability, or military status as defined in ORC 4112.01 or ancestry. The Subgrantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, handicap, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

The Subgrantee agrees that the hiring of employees for the performance of work under this Grant Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

IV. Prohibition Against Purchase of Services Provided Outside the United States

Executive Order 2011-12K, signed June 21, 2011, provides that no State Cabinet Agency, Board or Commission shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. Subgrantee affirms that it has read and understands Executive Order 2011-12K and shall abide by the Executive Order's requirements in the performance of this Grant Agreement and shall perform no services required under this Grant Agreement outside of the United States. Subgrantee shall disclose to CRWP:

A. The location(s) where all services are to be performed by Subgrantee;
B. The location(s) where any state data associated with any of the services to be provided or sought to provide, will be accessed, tested, maintained, backed-up or stored;
C. Any change in the location of any services being provided by Subgrantee under this Grant Agreement; and
D. The principal business location of Subgrantee.

V. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.
A. Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
B. Grantee also affirms, understands, and agrees to disclose the principal location of business for Grantee and any subcontractors who are supplying services and immediately notify the Director of any change or shift in the location(s) of services performed by Grantee and any subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.
C. If Grantee or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments.
   i. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
   ii. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
   iii. Notwithstanding the State permitting a period of time to cure the breach or Grantee’s cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Grantee performed outside the United States.
VI. Equal Employment Opportunity
The Subgrantee agrees that it will fully 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, and said Subgrantee shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance. All bidding and contract documents shall contain necessary requirements to implement these provisions.

VII. Non-Compliance
In the event of the Subgrantee’s non-compliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

VIII. Prevailing Wage Requirement
As required by Chapter 4115 of the Ohio Revised Code, where applicable, the Subgrantee shall require that all subcontractors pay the prevailing wage rate of the locality, as determined by the Ohio Department of Commerce, on all work performed on this Project. The subcontractor shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator.

IX. Independent Capacity of Subgrantee
The parties hereto agree that the Subgrantee, and any agents and employees of the Subgrantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CRWP. Nothing in this Grant Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

X. Conflicts of Interest and Ethics Compliance
The Subgrantee shall not, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

The Subgrantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Grant Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. The Subgrantee further represents, warrants, and certifies that neither Subgrantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantee in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Director shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
XI. **Debarment**
Grantee represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to ORC 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any grant monies provided to Grantee pursuant to this Agreement shall be immediately repaid and an action may be immediately commenced by the state for recovery of said monies.

XII. **Indemnity and Hold Harmless**
The Subgrantee agrees to indemnify and to hold CRWP, its agents, volunteers, and any other persons or entities acting on CRWP’s behalf harmless and immune from any and all liability, claims for injury or damages, or enforcement orders arising from this Grant Agreement which are attributable to Subgrantee’s own actions or omissions or those actions or omissions of Subgrantee’s trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Subgrantee, or joint venturers while acting under this Grant Agreement.

XIII. **Campaign Contributions**
The Subgrantee hereby certifies that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

XIV. **Certification Against Unresolved Findings for Recovery**
Subgrantee represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC.9.24. If this warranty is deemed to be false, this Grant Agreement shall be void *ab initio* and Subgrantee shall immediately repay to the State any funds paid under this Grant Agreement.

XV. **Contractor’s Liability**
Throughout the contract period, the Contractor shall carry Workers’ Compensation Insurance, as required by the Ohio Workers’ Compensation Act, upon all its employees engaged in this work and shall be responsible to see that any sub-contractors carry such insurance on their employees. The Contractor shall also provide public liability and property damage insurance for the entire period, thus insuring the interests of all parties against any and all claims that may arise out of Contractor operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the Collaborative partners of such cancellation.

XVI. **Ohio Elections Law**
The Subgrantee shall, as applicable to this Project, ensure that all subcontractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.

XVII. **Human Trafficking**
Subgrantee and any person acting on behalf of Subgrantee shall not engage in trafficking of persons; procure a commercial sex act or use forced labor in the performance of this Grant Agreement.
XVIII. Drug Free Workplace
The Subgrantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces 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 illegal drugs or alcohol, or abuse prescription drugs in any way.

XIX. Transfer of Records
It is the intent of CRWP that the current efforts be conducted in a manner that maximizes CRWP’s flexibility regarding the development of future site plan development. Data shall be collected and formatted in a manner consistent with common good engineering practices.

All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the Project shall be the property of CRWP and shall be turned over to CRWP upon completion or as directed.

XX. Federal Assurances
The Subgrantee shall:

A. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions;

B. Comply with environmental standards which may be prescribed pursuant to the following:
   1. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
   2. notification of violating facilities pursuant to Executive Order 11738;
   3. protection of wetlands pursuant to Executive Order 11990;
   4. evaluation of flood hazards in flood plains in accordance with Executive Order 11988;
   5. assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
   6. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§ 7401 et seq.);
   7. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
   8. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

C. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems;


E. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);

F. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable
accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"); and

G. Comply with the Age Discrimination Act of 1975.

XXI. Compliance with Laws Not Listed
Subgrantee shall comply with all applicable federal, state, local laws, regulations (rules, ordinances), assurances, circulars and orders whether or not specifically set forth or referenced in this Grant Agreement.

XXII. Clothing
To the extent this Agreement involves the purchase of clothing, Grantee is prohibited from purchasing or arranging for clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing standards for wages, occupational safety, and work hours. Further, Grantee hereby represents and warrants that it is not using any sweatshop, as described by State of Ohio Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.

XXIII. Time for Completion
Subgrantee acknowledges and agrees that time is of the essence to the contract and that if Subgrantee shall fail to complete the Work as herein provided within the time fixed, or extended as mutually agreed upon, CRWP may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Subgrantee, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

SECTION E. INSTRUCTIONS TO OFFERERS

I. Proposal Format
In responding to this RFP, please submit an electronic proposal addressing the following items:
   A. Description of Subgrantee’s Understanding of the Project.
   B. Description of Services to be Performed.
   C. Assumptions and Expectations.
   D. Cost Proposal as set forth in Section A.
   E. Proposed Project schedule identifying milestones, deliverables, and key coordination meetings. Include current workload and schedule of proposed Project in consideration of that workload.
   F. Personal Experience and Resumes of Personnel.
   G. Three (3) References.

II. Selection and Award Process
The selection process will involve screening of submitted proposals and may also involve interviews. CRWP will select a Subgrantee on the basis of Subgrantee qualifications, price, understanding of the scope of services, and level of services to be provided.

Any contract awarded under this invitation will be financed through the Ohio Lake Erie Commission’s Lake Erie Protection Fund grant program. No employee of the Ohio Lake Erie Commission or any departments or subdepartments thereof shall be a party to this invitation for proposals or any resulting contract.
An **optional virtual pre-bid meeting** will be held on **March 16, 2023 at 1:00 PM – 2:00 PM** to discuss the Project components. Please RSVP for the optional pre-bid meeting by March 15, 2023; contact Laura Bonnell at [lbonnell@crwp.org](mailto:lbonnell@crwp.org). If interested, please submit an electronic proposal by email to [lbonnell@crwp.org](mailto:lbonnell@crwp.org). Submissions must be received by no later than **11:00 a.m. on FRIDAY, APRIL 7, 2023**. Proposals received after this time and date will not be accepted. CRWP expects to award the contract in April of 2023. Work will commence after successful execution of a contract for services between the Subgrantee and CRWP and contract approval by the Ohio Lake Erie Commission. All work under this contract, including invoices, must be completed and delivered to CRWP by **September 15, 2023**. CRWP reserves the right to waive any informalities or minor irregularities, reject any and all statements that are incomplete, conditional or obscure, accept or reject any and all any expenses incurred in connection with the preparation of a response to this RFP. CRWP reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. CRWP reserves the right to accept the proposal deemed most advantageous and in the best interest of CRWP.

**Responses to this RFP:**

If interested, submit an electronic-only version of your submittal via email to Laura Bonnell ([lbonnell@crwp.org](mailto:lbonnell@crwp.org)); submittals must be received no later than 11:00 am local time on Friday, April 7, 2023. Any proposals received after this time and date will not be accepted.

**Questions should be directed to:** Laura Bonnell, Senior Project Manager, Chagrin River Watershed Partners, Inc., 440-975-3870 ext. 1002 or [lbonnell@crwp.org](mailto:lbonnell@crwp.org)
EXHIBITS

A. Agreement Between the Ohio Lake Erie Commission and Chagrin River Watershed Partners, Implementation Planning to Protect Ohio’s Lake Erie Watersheds
AGREEMENT
Between the Ohio Lake Erie Commission and Chagrin River Watershed Partners,
Implementation Planning to Protect Ohio’s Lake Erie Watersheds

THIS AGREEMENT is entered into by and between the Director of Environmental Protection and Chair of the Ohio Lake Erie Commission, ("the Director"), on behalf of the Ohio Lake Erie Commission (“OLEC”), and Chagrin River Watershed Partners, P.O. Box 299, Willoughby, Ohio 44096 (“Grantee”) identified in Exhibit A.

WHEREAS, the Grantee, as authorized under Ohio Revised Code (ORC) 1506.23, has made application to OLEC for a grant from the Lake Erie Protection Fund to accomplish the project entitled, Implementation Planning to Protect Ohio’s Lake Erie Watersheds as further described in the proposal attached hereto as Exhibit A and incorporated by reference as if fully rewritten herein.

WHEREAS, the Grantee is authorized to enter into this Agreement and administer the resulting project.

WHEREAS, the Director, as designate by and with approval of, OLEC, under the provisions of ORC 1506.23, may award grants to any state agency, political subdivision, educational institution or any nonprofit organization for the development and implementation of projects and programs that are designed to protect and restore Lake Erie.

WHEREAS, this Agreement provides for Grantee’s performance of services related to the project described in Exhibit A during State Fiscal Years (“SFY”) 2022 and 2023 (insert correct SFY).

WHEREAS, no obligations shall arise, and no work shall be performed under this Agreement until OLEC receives a purchase order from the Director and notifies Grantee, which may be approved following the effective date of this Agreement.

WHEREAS, OLEC desires to engage Grantee in, and Grantee desires to perform, the services provided for in this Agreement, in accordance with the Agreement’s terms and conditions.

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

ARTICLE I: NATURE OF AGREEMENT

1.1 **Grantor’s Reliance:** Director enters into this Agreement on behalf of OLEC in reliance upon Grantee’s representations that Grantee has the necessary expertise and experience to perform its obligations hereunder, and Grantee warrants that it does possess the necessary expertise and experience.

1.2 **Grantee’s Expertise:** Grantee shall perform services and Director shall not hire, supervise, or pay any assistants to Grantee in its performance under this Agreement. Grantee shall furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the work under this Agreement, unless otherwise specified in Exhibit B of this Agreement. Further, Grantee agrees and represents that all persons involved in Grantee’s performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide the services.
1.3 **Cancellation:** In the event of a cancellation of this Agreement by Director, Grantee shall be reimbursed in accordance with the Termination of Grantee’s Services article of this Agreement. All provisions of this Agreement relating to “confidentiality” shall remain binding upon Grantee in the event of cancellation.

1.4 **Director’s designee:** The Director or the Director’s designee (as defined under Scope of Services article below) may communicate specific instructions and requests to Grantee concerning the performance of the work described in this Agreement. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. Management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee. Director retains the right to ensure that Grantee’s work is in conformity with the terms and conditions of this Agreement.

**ARTICLE II: SCOPE OF SERVICES**

2.1 **Scope of Work, Grant Project:** Grantee agrees to perform the work under this Agreement, as more specifically set forth in the Grant Proposal contained in Exhibit A of this Agreement. By entering into this Agreement, the Grantee certifies that the specific information detailed in Exhibit A is current, accurate and complete. Exhibit B of this Agreement (“Exhibit B”), attached hereto and incorporated by reference as if fully rewritten herein, sets forth additional terms and conditions. In the event of inconsistencies or conflicts between Exhibit A and this Agreement or Exhibit B, the terms of and conditions of this Agreement and Exhibit B shall govern.

2.2 **OLEC Executive Director/Director’s Designee:** Grantee agrees to coordinate all work performed under this Agreement with the OLEC Executive Director, or other designee of the Director (collectively referred to as “Director’s designee”). The Director’s designee shall be responsible for: 1) evaluating whether the Grantee’s performance complies with this Agreement; and 2) authorizing payment of compensation to Grantee. Grantee’s Project Director, as designated in Exhibit B, shall serve as the primary coordinator under this Agreement for Grantee. Communication shall occur as directed by the General Provisions article and Exhibit B herein.

**ARTICLE III: TIME OF PERFORMANCE**

3.1 **Terms of Agreement:** The services as stated in the Scope of Services article shall be commenced on the effective date of this Agreement and concluded on or before 6/30/2023.

3.2 **Project Period:** This Agreement shall remain in effect until the work, described in Scope of Services article, is completed to the satisfaction of the Director and until Grantee is paid in accordance with Payments and Expenditures article, or until terminated as provided in Termination of Grantee’s Services article, whichever is sooner.
3.3 **Expiration and Renewal:** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023 (the end of current biennium). At the Director’s discretion, this Agreement may be renewed for the new biennium (after appropriation of funds by the Ohio General Assembly) through the Director or Director’s Designee’s written notification to Grantee of the renewal, by the parties executing a new agreement, or by other legally acceptable method. 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: PAYMENTS AND EXPENDITURES**

4.1 **Award Amount:** Director shall pay Grantee for services rendered in accordance with this Agreement a total amount not to exceed $50,000 as set forth in Exhibit B.

4.2 **Payment:** The compensation set forth in Exhibit B shall be made to Grantee in multiple payments, following Grantee’s submission of a proper Payment Request as directed herein:

(a) The initial award payment shall be made within forty-five (45) days after execution of this Agreement.

(b) The remaining funds shall be made within thirty (30) days after the approval of Grantee’s final report as described in Exhibit B.

4.3 **Prohibited Expenditures:** Grantee shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement unless otherwise specified herein.

4.4 **Unspent Funds:** Within thirty (30) days of receipt of Director’s written notice of completion of the work under this Agreement, Grantee shall return the awarded compensation that has not been spent by Grantee in accordance with this Agreement, if any. Such repayment shall be made by an official check payable to the order of “Treasurer, State of Ohio” and submitted to the attention of the Director’s designee for deposit into the Lake Erie Protection Fund.

**ARTICLE V: CERTIFICATION OF FUNDS**

5.1 **Funding Contingency:** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, 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 Director gives Grantee written notice that such funds have been made available to Director by Director’s funding source.
ARTICLE VI: TERMINATION OF GRANTEE’S SERVICES

6.1 Suspension/Termination: Director or Director’s designee may, at any time prior to the completion of services by Grantee under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Grantee. The Director or Director’s designee may, in their discretion, provide Grantee a period of fourteen (14) days to remedy any such cause within the control of Grantee. As used in this article, "cause" includes, but is not limited to a determination by the Director or Director’s designee that funds for this Agreement have become unavailable as specified in this Agreement or otherwise; the breach of a material condition of this Agreement by Grantee; as determined by the Director or Director’s designee, Grantee’s substantial failure to perform, apparent inability to perform or unreasonable delay in performance of work under this Agreement by Grantee.

6.2 Cessation of Activities: Grantee, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Director or Director’s designee, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Director’s designee requires.

6.3 Payment for Services Rendered: Upon submission of a proper invoice, Grantee shall be paid for services rendered up to the date Grantee received notice of termination, less any payments previously made, provided Grantee has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made for which Grantee has not rendered services shall be refunded.

6.4 Work Products: In the event this Agreement is terminated prior to its completion, Grantee, upon payment as specified, shall deliver to Director or Director’s designee all work products and documents which have been prepared by Grantee in the course of providing services under this Agreement. Unless prohibited by law, such materials shall become the property of Director, to be used in such manner and for such purpose as Director or Director’s designee may choose. Grantee may retain one (1) copy of the materials as verification of the work performed. This paragraph is not intended to confer upon the Director ownership of proprietary instructional materials utilized in connection with training services provided by Grantee, or to supersede any rights or interests to any materials based on federal or state law (e.g., ORC 3345.14 for state colleges and universities).

6.5 Grantee Termination: Grantee may terminate this Agreement upon thirty (30) days prior written notice to Director’s designee.
6.6 **Legal and Equitable Remedies:** The Director reserves the right to seek any and all other legal and equitable remedies

**ARTICLE VII: RELATIONSHIP OF PARTIES**

7.1 **Grantee Responsibilities:** Director and Grantee agree that, during the term of this Agreement, Grantee shall be engaged by Director solely on an independent contractor basis, and neither Grantee and its subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of the state of Ohio, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement. Grantee shall be responsible for all Grantee’s business expenses, including, but not limited to, employees’ wages and salaries, 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, if any.

7.2 **Compliance with Law:** Grantee agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

7.3 **Grantee Independence:** While Grantee shall be required to render services described hereunder for Director during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee’s engagement hereunder on an independent contractor basis, that Director shall have or may exercise any right of control over Grantee with regard to the manner or method of Grantee’s performance of services hereunder.

7.4 **Other Obligations:** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party’s prior written consent.

**ARTICLE VIII: RECORD KEEPING**

8.1 **Records:** During performance of this Agreement and for a period of five (5) years after its completion, Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement and shall make such records available to Director as Director’s designee may reasonably require.

**ARTICLE IX: RELATED AGREEMENTS**

9.1 **Subcontracting:** The work contemplated by this Agreement is to be performed by Grantee, who may subcontract without Director’s approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Article II, Scope of Services, but which are required for its satisfactory completion. Grantee shall not enter into other subcontracts without prior written approval by Director or Director’s designee unless otherwise specified in Exhibit A. All work subcontracted shall be at Grantee’s expense.
9.2 **Subcontracting Terms:** Grantee shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind Director or Director’s Designee to terms inconsistent with, or at variance from, this Agreement.

9.3 **Assignment:** This Agreement and any rights, duties or obligations described in this Agreement shall not be assigned by Grantee without the prior written consent of the Director or Director’s designee.

**ARTICLE X: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

10.1 **Data Sharing:** The parties agree that Grantee shall share data, documents and other materials with other researchers as needed to fulfill terms of this grant Agreement.

10.2 **Public Record:** Grantee agrees that all deliverables hereunder shall be made freely available to the public to the extent permitted or required by law.

10.3 **Access:** Grantee shall allow Director or Director’s Designee, and their representatives, access at a reasonable time and place within the State of Ohio to all documents and other materials prepared by Grantee under this Agreement for the purposes of examining and copying such documents and materials. Director shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any such documents or other materials prepared by Grantee pursuant to this Agreement unless otherwise expressly prohibited by law (e.g., ORC 3345.14 for state colleges and universities). No such documents or other materials produced (in whole or in part) with funds provided to Grantee by Director shall be subject to copyright by Grantee in the United States or any other country.

10.4 **Property Rights:** All documents and other materials (including photographs, software, data) prepared by Grantee under this Agreement shall be deemed the property of Director during the duration of this Agreement and thereafter, unless expressly prohibited by law (e.g., ORC 3345.14).

10.5 **Acknowledgment:** All products and publications (including, but not necessarily limited to, fact sheets, brochures, newsletters, newspaper articles and/or advertisements, signs, watershed management plans, quality assurance project plans, home sewage treatment system plans, design reports, project reports, etc.) and public announcements, regardless of media used, for workshops, conferences, demonstration days or other events, wherein such products, publications and public announcement are funded in whole or in part by grant monies shall provide acknowledgment to the Ohio Lake Erie Commission, as set forth below, to which Grantee may add acknowledgement of funding or in-kind support from its partners and members:
This [product, publication or public announcement] was financed in part or totally by the Ohio Lake Erie Commission through a grant from the Lake Erie Protection Fund. The contents and views, including any opinions, findings, conclusions or recommendations contained in this [product, publication or public announcement] are those of the authors and have not been subject to any Ohio Lake Erie Commission peer or administrative review and may not necessarily reflect the views of the Ohio Lake Erie Commission and no official endorsement should be inferred.

ARTICLE XI: COMPLIANCE WITH LAWS

11.1 Drug-Free: Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces 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 illegal drugs or alcohol, or abuse prescription drugs in any way.

11.2 Nondiscrimination: Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, disability, or military status as defined in section 4112.01 of the Revised Code, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement, nor against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, disability, or military status as defined in ORC 4112.01 or ancestry.

11.3 Conflicts of Interest: No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

11.4 Disclosure in Case of Conflict: Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantee in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Director shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
11.5 **Ethics:** Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this 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 employees will do any act that is inconsistent with such laws.

11.6 **Human Trafficking:** Grantee and any person acting on behalf of Grantee shall not engage in human trafficking; procure a commercial sex act or use forced labor in the performance of this Agreement.

11.7 **Certification Against Unresolved Findings for Recovery:** Grantee represents and warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and Grantee shall immediately repay any award monies paid under this Agreement.

11.8 **Debarment:** Grantee represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to ORC 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any grant monies provided to Grantee pursuant to this Agreement shall be immediately repaid and an action may be immediately commenced by the state for recovery of said monies.

11.9 **All Other Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

**ARTICLE X11: ENTIRE AGREEMENT/WAIVER**

12.1 **Entire Agreement:** This Agreement 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.

12.2 **Supersedence:** This Agreement supersedes all previous agreements, whether written or oral, between the parties.

12.3 **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.

12.4 **Non-binding if Prohibited by Law:** It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC 3517.13 or ORC Chapter 102.
ARTICLE XIII: GENERAL PROVISIONS

13.1 Communications: All notices, consents, and communications hereunder shall be given in writing, through email or written correspondence, or through telephone and shall be deemed to be given upon receipt thereof and shall be sent to the addresses or email addresses set forth in Exhibit B of this Agreement.

13.2 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.

13.3 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 provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

13.4 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 only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

13.5 Non-Assignability: Neither this 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 Director.

13.6 Non-assumption of Liability: The OLEC Executive Director, the Director of the Ohio Environmental Protection Agency, employees and representatives of the Ohio Environmental Protection Agency, and members and employees and representative of OLEC 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 XIV: EXECUTION / EFFECTIVE DATE

14.1 Execution: This Agreement is not binding upon Director unless executed in full.

14.2 Effective Date: This Agreement shall be effective upon the date of the signature of the Director’s designee, consistent with Time of Performance and Certification of Funds articles herein.

ARTICLE XV: STATE OF OHIO EXECUTIVE ORDERS

15.1 Clothing: To the extent this Agreement involves the purchase of clothing, Grantee is prohibited from purchasing or arranging for clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing
standards for wages, occupational safety, and work hours. Further, Grantee hereby represents and warrants that it is not using any sweatshop, as described by State of Ohio Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.

15.2 **Purchases**: Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Grantee shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors, the goods and services acquired under this Agreement.

15.3 **Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.**

   a. Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.

   b. Grantee also affirms, understands, and agrees to disclose the principal location of business for Grantee and any subcontractors who are supplying services and immediately notify the Director of any change or shift in the location(s) of services performed by Grantee and any subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.

   c. If Grantee or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments.

      i. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
ii. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.

iii. Notwithstanding the State permitting a period of time to cure the breach or Grantee’s cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Grantee performed outside the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Chagrin River Watershed Partners
34-1822374

By: ______________________________
William A. Tomko
Board President, Chagrin River Watershed Partners
6/22/2022
(Date)

DIRECTOR OF ENVIRONMENTAL PROTECTION

By: ______________________________
Joy Mulinex, Executive Director, Ohio Lake Erie Commission and Director’s Designee
For Laurie A. Stevenson, Director, Ohio Environmental Protection Agency and Chair, Ohio Lake Erie Commission

6/23/22
(Date)
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## EXHIBIT A – GRANT PROPOSAL

<table>
<thead>
<tr>
<th>Lake Erie Protection Fund</th>
<th>FY 2022 Grant Proposal Form</th>
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This form must be used to apply for a Lake Erie Protection Fund Small Grant. No recreations of this form or any alternative forms will be accepted. Cover letters will be removed and discarded. Submit a signed PDF to: lakeeriecommission@lakeerie.ohio.gov

**PLEASE NOTE: PRINT CLEARLY OR TYPE**

- **This project is a resubmission of a previous application.**

<table>
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<tr>
<th>Project Title:</th>
<th>Implementation Planning to Protect Ohio's Lake Erie Watersheds</th>
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- **Amount Requested:** $50,000
- **Match Provided:** $20,000

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<tr>
<th>Project Director:</th>
<th>Kimberly Brewster Shefelton</th>
<th>Title: Deputy Director</th>
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<tr>
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<td>Chagrin River Watershed Partners, Inc.</td>
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<tr>
<td>Address:</td>
<td>PO Box 229, Willoughby, Ohio 44096-0229</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:kbrewster@crwp.org">kbrewster@crwp.org</a></td>
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<tr>
<td>Phone:</td>
<td>(440) 975-3870 ext. 1006</td>
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<tr>
<td>Signature:</td>
<td>Kimberly Brewster Shefelton</td>
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<td>Date:</td>
<td>4/22/22</td>
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<thead>
<tr>
<th>Authorizing Officer:</th>
<th>Heather Elmer</th>
<th>Title: Executive Director</th>
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<td>Email:</td>
<td><a href="mailto:helmer@crwp.org">helmer@crwp.org</a></td>
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<tr>
<td>Phone:</td>
<td>(440) 975-3870 ext. 1001</td>
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<tr>
<td>Signature:</td>
<td>Heather Elmer</td>
<td></td>
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<td>Date:</td>
<td>4/22/22</td>
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<tr>
<th>Fiscal Agent:</th>
<th>Heather Elmer</th>
<th>Title: Executive Director</th>
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<tbody>
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<td>Email:</td>
<td><a href="mailto:helmer@crwp.org">helmer@crwp.org</a></td>
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<tr>
<td>Phone:</td>
<td>(440) 975-3870 ext. 1000</td>
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<tr>
<td>Federal Tax ID (required):</td>
<td>34-1822374</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td>Heather Elmer</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>4/22/22</td>
<td></td>
</tr>
</tbody>
</table>
Project Priorities: List one Strategic Objective from the LEPR 2020 that this proposal most closely addresses (provide page number from LEPR 2020 as well). Please list any additional plans that the project will assist in meeting its goals and how the project will address the LEPF SFY 2022 preference on preparing projects for implementation.

Project Summary: Briefly describe what you are proposing to do. Chagrin River Watershed Partners (CRWP) will partner with Central Lake Erie Basin Collaborative (Collaborative) organizations to prepare at least 12 projects for implementation that will restore at least 9,730 linear feet of stream, 32 acres of riparian corridor and 13 acres of wetland in Ohio Central Lake Erie Basin watersheds. Project development in targeted watersheds will support objectives for existing critical areas within approved NPS-IS plans. Project activities will include aquatic habitat assessments, public and stakeholder engagement, conceptual planning, cost estimating, and pollutant load reduction modeling to prepare projects for funding through federal and state grants. Collaborative organizations have identified that engineering support is a key need for bringing projects to a grant-ready status. A consultant will be selected to provide technical input on concept plans and cost estimates where needed.

Target watersheds and sites (shown on attached map):
- Talcott Creek - Grand River HUC-12: Restore 1,000 linear feet of headwater streams to address incision and flashy flows at Stony Glen Camp and Lake County Rod and Gun Club using woody structures such as beaver dam analogs in Madison, Lake County (2 projects).
- Doan Brook Frontal Lake Erie HUC-12:
  - Green Creek Escarpment Restoration Project - Restore 2,300 linear feet of headwater stream habitat and 2.6 acres of wetland in the Cities of Euclid and Cleveland.
  - Rockefeller Park Stream Restoration - Restore 1,800 linear feet of Doan Brook to reduce erosion, promote fish passage, improve in-stream habitat and reduce nutrient loading in the City of Cleveland.
  - Canterbury Golf Club Stream Restoration - Restore 680 linear feet of deeply incised upper reach of Doan Brook South Branch and enhance riparian corridor in the City of Beachwood.
  - Belvoir Road Stream Restoration - Restore 350 linear feet of Doan Brook South Branch and 0.5 acres of floodplain wetland along western edge of Canterbury Golf Club in the Cities of Shaker Heights and Beachwood. The stream is deeply incised, channelized, lacks stream substrate, floodplain storage and riparian vegetation.
- City of Euclid Frontal Lake Erie HUC-12:
  - Euclid Creek Waterfront Improvement Project - Restore 1,320 linear feet of stream and 1.1 acres of wetland and create a forested wetland buffer in the City of Euclid.
- Griswold Creek - Chagrin River and Town of Willoughby - Chagrin River HUC-12s
  - Remove one dam and restore 2,280 linear feet of Pepper Creek through 3 projects in the City of Pepper Pike identified through the Northeast Ohio Regional Sewer District Stormwater Master Plan.
  - Restore 32 acres of riparian corridor with native plantings and 8 acres of wetlands and improve public access to the Chagrin River in the Cities of Willoughby and Eastlake (2 projects).

Literature Review/Citations: Provide one or more sources of support for the implemented practice or research need your project addresses. Journal articles, technical guides, & web links are accepted.

Activities and Timeline: Outline the specific activities involved in the completion of your project. Your timeline should be organized on a quarterly basis. This will serve as your project’s scope of services, so please be specific.

July - September 2022
- Begin site assessments and stakeholder engagement.
- Issue Request for Proposals for consulting firm to support project development at one or more project sites.

October - December 2022
- Select consultant in coordination with Central Lake Erie Basin Collaborative partners.
- Continue site assessments and stakeholder engagement.
- Identify potential implementation partners.
- For complicated projects, begin coordinating with permitting agencies
- Begin developing concept plans and cost estimates.

January - March 2023
- Continue developing concept plans and cost estimates in coordination with partners.

April - June 2023
- Revise plans and cost estimates and present to partners.

Deliverables: Please list and describe the specific products and outcomes that will result from your project. These will be used to determine the successful completion of your project.

1. Advance planning for 12 restoration projects.
2. 20 meetings with landowners/stakeholders.
3. 9 pollutant load reduction estimates using approved USEPA models such as STEPL and Region S.
4. 10 Habitat assessments (QHEI, HHEI, ORAM).
5. 10 Conceptual plans.

Other Agency Involvement: Please list any state or federal agencies that will be involved in your project. These individuals should have a role in the actual implementation of the project beyond reviewing the initial application.

Rick Wilson, Ohio Environmental Protection Agency will review NPS-IS project summary sheets developed through this project.
Grant Agreement

Exhibit A

Outreach:

1) How will the results of your project be shared with relevant state agencies and other stakeholders? Please identify a list of all stakeholders with whom you intend to share your final report.

   The final report will be shared with the following stakeholders:
   - Central Lake Erie Basin Collaborative watershed organizations
   - Project implementation partners
   - Ohio EPA
   - Ohio Department of Natural Resources Office of Coastal Management, Div. of Natural Areas and Preserves, Div. of Wildlife
   - Ohio Department of Agriculture Division of Soil & Water Conservation

2) The Ohio Lake Erie Commission continues to strive to demonstrate the value of the fund to benefit Lake Erie. Lake Erie Protection Fund revenue is primarily generated by sales of Lake Erie license plates. Please describe the value/benefits of your project to a potential purchaser of a Lake Erie license plate.

   The Central Lake Erie Basin Collaborative brings together communities and partners to solve local problems on our Great Lake. The Collaborative will develop implementation planning for 12 critical restoration projects in the Grand River, Chagrin River, and Doan Brook watersheds. These projects will restore degraded streams and wetlands to reduce nutrient pollution, enhance habitats for native fish and wildlife, control invasive plants, and improve fishing, boating, swimming, hiking and other outdoor recreational opportunities for people on Lake Erie and its tributary streams and watersheds. Watershed organizations will work with communities and partners to define local needs, develop restoration plans using a sound bioengineering approach, and incorporate projects into watershed plans approved by Ohio EPA. With clearly defined watershed needs and desired outcomes and with engineering support, the projects will be eligible for grant funding to support restoration work.

Evaluation: Outline methods that you will use for evaluating the success of your project. Either qualitative or quantitative measures of your success should be used. This information should be discussed in your final report.

   The following metrics will be used to evaluate project success:
   - Number of concept plans and project budgets
   - Number of stakeholders engaged and committed to supporting project implementation
   - Anticipated nutrient load reductions
   - Number of successful implementation grant applications for projects supported through this grant.
   - Anticipated increase in habitat quality and biocriteria indicating progress toward aquatic life goals in Ohio's water quality standards.
   - Qualitative description of extent to which projects support the goals and objectives of the LEPR, Ohio DAP, NPS-IS and local plans.
LEPF Prior Grants Review: To avoid duplicative efforts, please review the final reports on our website https://lakeerie.ohio.gov/funding-opportunities/protection-fund/available-grant for projects that may be similar to your proposal. Please state how your project builds upon or relates to other projects listed, if applicable.

Although past LEPF grants have supported project development, they have not contributed to project development for the projects we will be advancing, so our efforts are not duplicative.

Budget Justification: Please explain the details of your proposed budget. For example, in-kind match should be calculated here, including hourly rates used for work completed by volunteers:

CRWP staff time to coordinate the project and develop project plans will be charged based on an hourly rate and fringe benefits at an annually adjusted rate (2022 fringe benefit rate is 18.34%). This fringe benefit rate represents the total of Social Security, Medicare, State Unemployment Insurance, Workers Compensation, SIMPLE IRA employer match, and health insurance, all divided by total salary costs. Hourly and fringe rates are adjusted annually to reflect increases in salaries and related employer costs.

Subcontracts:
Subcontracts with Doan Brook Watershed Partnership ($4,000), Bluestone Heights ($4,000), and Lake Soil and Water Conservation District ($4,000) will support stakeholder engagement and project development.

CRWP and partners will issue a request for proposals and work together to select a qualified engineering/consulting firm to assist with development of comprehensive conceptual plans, detailed construction cost estimates, descriptions of potential permit requirements and utility conflicts, schematics, site maps and other images.

In-kind match for this project will come from CRWP’s work supported by service agreements with the Northeast Ohio Regional Sewer District and Lake County Stormwater Management Department and a George Gund Foundation grant supporting the Central Lake Erie Basin Collaborative.

Background of your Organization: What are the goals, objectives, and accomplishments of your organization?

CRWP is applying for this grant on behalf of the Central Lake Erie Basin Collaborative to continue developing the Collaborative’s strategic watershed protection and restoration work. The Collaborative is a network of watershed organizations and initiatives working together to protect and restore natural areas and promote stormwater solutions for healthy streams and Lake Erie. Since July 2018, Collaborative organizations have restored over 16,127 linear feet of streams or Lake Erie coast and 16 acres of wetlands. Participating organizations have also leveraged over $48 million for natural area protection and restoration, stream corridor enhancements, trail development, green infrastructure and regional services since 2016.

Attachments: Applicants may attach a 1 page location map, chart and one project concept plan, and a 1 page resume or CV.
<table>
<thead>
<tr>
<th>Requested Funds</th>
<th>Match Provided</th>
<th>Description</th>
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<tbody>
<tr>
<td>A. Salaries &amp; Wages</td>
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<td>D. Non-expendable Equipment</td>
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<td>E. Expendable Materials &amp; Supplies</td>
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<td>H. Computer Costs</td>
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<td>I. Publications/Presentations</td>
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<tr>
<td>J. All other direct costs</td>
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</tr>
<tr>
<td>K. Non-Salary Direct Costs (D thru J)</td>
<td>28,248</td>
<td>0</td>
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<tr>
<td>L. Indirect Costs (not to exceed 10%)</td>
<td>4,545</td>
<td>1,818</td>
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<tr>
<td>M. Total Salaries &amp; Benefits (from C)</td>
<td>17,207</td>
<td>18,182</td>
</tr>
<tr>
<td>N. Non-Salary Direct Costs (from K)</td>
<td>28,248</td>
<td>0</td>
</tr>
<tr>
<td>O. Indirect Costs (from L)</td>
<td>4,545</td>
<td>1,818</td>
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<tr>
<td>Total Cost</td>
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EXHIBIT B – SPECIAL CONDITIONS

Agreement Coordination

The Grantee’s Project Director is:

Kimberly Brewster Shefelton
Chagrin River Watershed Partners
P. O. Box 229
Willoughby, Ohio 44096-0229

The Director’s Project Monitor is:

Lynn Garrity
Ohio Lake Erie Commission
PO Box 1049, Columbus Ohio 43216
614-506-0619

Grantee shall coordinate all work performed under this Exhibit and Exhibit A (the Grant Proposal) with the Director’s Project Monitor. Director’s Project Monitor shall in turn coordinate with Grantee’s Project Director regarding this Agreement. Either party may designate an alternative contact provided that the other party is first notified in writing.

Scope of Work for Grantee’s Lake Erie Protection Fund grant project

The following work items make up the Scope of Work for the grant project under this Agreement.

Grantee agrees to complete the grant project in accordance with Grantee’s Grant Proposal entitled Implementation Planning to Protect Ohio’s Lake Erie Watersheds, and dated 4/22/2022 as set forth in Exhibit A. Further, the work items shall be completed as provided by the “Activities and Timeline” set forth in the Grant Proposal.

Specific conditions on Grantee’s performance of the grant project

1.) Funds disbursed shall be used by Grantee only for activities described in the Grant Proposal as approved by the Ohio Lake Erie Commission (i.e., Exhibit A of this Agreement).

2.) The Grant Proposal may be modified by Grantee only with the prior written approval of Director’s Project Monitor, except as allowed by the “specific conditions on Compensation” provision of this Exhibit.

3.) Grantee shall submit to Director’s Project Monitor one (1) copy of any publication produced by the Grantee that results from work funded through this Agreement. Grantee shall also submit an electronic version of these publications, including the final report, in a Portable Document Format (PDF).
Grant Agreement
Exhibit B

Interim Report

4.) Grantee’s Project Director shall submit to Director’s Project Monitor an Interim Report, which is due no later than , unless the grantee submits request for extension of this date at least thirty (30) days prior to that due date and the Director’s Project Monitor approves such requests.

5.) The Interim Report shall be submitted on the form provided by the Ohio Lake Erie Commission and available from the Commission or its website.

Final Report

6.) The Final Report for the project shall be due the Director’s Project Monitor by the close of business on , unless Grantee submits request for extension of this date at least thirty (30) days prior to that due date and the Director’s Project Monitor approves such request.

7.) The Director’s Project Monitor reserves the right to request subsequent interim reports based on the new final report date, should a time extension be granted.

8.) Grantee will prepare the Final Report based on the instructions provided by the Ohio Lake Erie Commission and available from the Commission or its website.

Credit to Lake Erie Protection Fund and OLEC

9.) Grantee shall credit the Ohio Lake Erie Commission (OLEC) and the Lake Erie Protection Fund (LEPF) for its support of this project in all products produced under this Agreement including all reports, presentations, public documents, publications, press releases and any signage. And, that the monies for the LEPF are supported by citizens of Ohio through their purchase of the Lake Erie License Plate. (Failure to credit the OLEC and the LEPF will jeopardize approval of grant expenditures and the release of funds and future grant awards).

10.) Appropriate published products, public documents, news releases and lists of contributors produced by Grantee shall contain an acknowledgment that the funds associated with such documents are provided by the Lake Erie Protection Fund. Grantee shall forward such documentation in required project reports.
Compensation

In consideration of the satisfactory performance by Grantee of the work as specified in this Agreement, Director or Director’s designee agrees to compensate Grantee as follows:

The amount of payment following the date of execution by the Director or Director’s designee is $25,000 (fifty percent (50%) of the allocated budget amount in Exhibit A).

The remaining balance of this grant estimated amount is $25,000 (fifty percent (50%) of the allocated budget amount in Exhibit A), which shall be paid after the Director’s Project Monitor has received and approved the Final Report and Final Accounting submitted in accordance with Exhibit B of this Agreement.

Specific conditions on Compensation

1.) Grantee may alter a budget line item in the Grant Proposal, Exhibit A herein, within fifteen percent (15%) of the cost of that line item without prior written approval of the Director or Director’s designee, as long as the total of such alternations do not increase the total project cost. Grantee must notify the Director’s Project Monitor of the alterations in the Interim Report or Final Report. Any proposed changes to budget line items that collectively would be in excess of fifteen percent (15%) require prior written approval from the Project Monitor. Grantee shall submit a request for such budget revisions on the form provided by the Ohio Lake Erie Commission and available from the Commission or its website.

2.) Grantee may not co-mingle the funds received under this Agreement with any other funds and shall establish and maintain separate accounting records for the management of funds pursuant to this Agreement.

3.) Payments are subject to the Director’s Project Monitor’s determination that work is proceeding as described in Exhibit A.

The total compensation provided to Grantee under this Agreement shall in no event exceed fifty thousand dollars and no cents ($50,000).