

GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its **DIVISION OF WILDLIFE, ("ODNR")** with offices located at 2045 Morse Road, Columbus, Ohio 43229, and **ROSS SOIL AND WATER CONSERVATION DISTRICT** which is located at 475 Western Ave Suite H, Chillicothe, OH 45601 ("**Cooperator**").

Cooperator is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for the Division of Wildlife's Wildlife Specialist Partnership Project. Under R.C. §§ 1501.01, 1531.04, and 1501.02, ODNR may provide grants to eligible applicants for wildlife conflict/damage, habitat, education, and wildlife management assistance. Cooperator has met the application requirements and has been approved by ODNR as eligible to receive this grant.

ODNR and the Cooperator both have an interest in providing funds to maintain a full-time employment position for a Wildlife Specialist through the ODNR Division of Wildlife's Wildlife Specialist Partnership Project. Cooperator will provide wildlife conflict/damage, habitat, education, and wildlife management assistance to address the needs of landowners and wildlife species.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Cooperator a Wildlife Specialist grant not to exceed **\$17,500.00** for the performance and completion of 520 hours of required activities based upon the Work Plan, Exhibit A (the "Project").
2. **Term.** This Agreement is effective upon execution and will terminate on June 30, 2022. At that time, ODNR, by providing written notice to Cooperator, may renew this Agreement for another term ending June 30, 2023. Funding commitments under this paragraph are subject to annual appropriations by the Ohio General Assembly and ODNR's budget.
3. **Initiation.** Funding for the Project will not begin until the Cooperator receives a fully executed contract signed by the Chief of the Division of Wildlife as designee for the Director of the ODNR. Upon receipt and approval of a proper invoice, which is in conformity with the fiscal reporting required under Paragraph 5 below, ODNR will provide the award to the Cooperator for a portion of the costs to implement the Project. In May of each year of this Agreement, the Cooperator shall submit an invoice for requested funds to ODNR for payment for the Project accomplishments outlined in the attached Annual Plan of Work. If all hours and accomplishments are not completed by the end of this Agreement, final payment will be pro-rated based on hours and accomplishments reported.
4. **Wildlife Specialist Position.** If the Cooperator's Wildlife Specialist ends employment with the Cooperator, the Cooperator will immediately notify ODNR in writing the Cooperator's intent to fill the vacant position. Cooperator may not fill the vacancy without the written approval from ODNR. If ODNR grants the Cooperator permission to fill the vacancy, the Cooperator will fill the position within 60 days. When filling the position, ODNR shall be an active participant in the hiring process through the pre-screening process and having a representative on the interview panel.

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The minimum hiring qualifications will be at least a two-year degree in a Natural Resources program.

5. **Reporting.** Cooperator shall record all Project accomplishments and employee time spent on Project accomplishments in the Beehive activity-reporting database hosted by the Ohio Department of Agriculture, Division of Soil and Water Conservation. ODNR will provide guidance to the Cooperator on how to name and track Project accomplishments in the Beehive activity-reporting software. Cooperator shall code all time spent on Project accomplishments to events (technical and/or education) in each Project-related Beehive project.

Reporting in Beehive is due monthly. Cooperator's reporting deadline is the 12th day after the month being reported. Cooperator shall also submit an annual report to ODNR, due August 1, 2021. This report shall include a fiscal report for the previous year, accounting for all funds provided through this Agreement, and indicating Project accomplishments outlined in the Beehive report, including Beehive project events and time spent on each for the fiscal year (July - June). The assigned Wildlife Specialist will attend meetings, trainings, and seminars provided or recommended by ODNR.

Cooperator shall maintain a complete accounting of all instructor and volunteer time accumulated during this Project. Volunteer time and other contributions may be used by ODNR for in-kind matching funds. The Cooperator shall report this information to ODNR within 60 days following the date of the last activity of the Project.

6. **Annual Plan of Work.** Cooperator will provide ODNR with an Annual Plan of Work approved by the ODNR and as set forth in Exhibit A. An Annual Plan of Work for the succeeding year will be due May 15th.
7. **Performance.** Cooperator shall complete the work and activities set forth in Exhibit A, the Project. Successful performance of the Project will be measured by delivery of Beehive reports documenting Project-time worked and Project-accomplishments reported. ODNR shall acknowledge the Cooperator's completion of, and have unrestricted authority to reproduce, distribute, and use in whole or in part, any submitted material, data, or report prepared as a consequence of this Agreement. Cooperator agrees to consult with ODNR for technical assistance and expertise as necessary to assure successful completion of the Project.

ODNR will provide technical assistance needed to assure Cooperator's understanding of Project requirements and ODNR will evaluate final project-reports based on the application and Agreement requirements.

8. **Equipment.** Cooperator shall not convert equipment to uses other than those originally approved by ODNR, and shall not transfer the equipment, and shall not sell the equipment without written approval of ODNR. If, for any reason during the one-year period of this Agreement, the Cooperator finds that such equipment is no longer needed for its originally approved use, the Cooperator shall notify ODNR in writing. With written approval of ODNR, the Cooperator may convert the equipment to a use other than that originally approved, transfer the equipment without cost, or

sell the equipment. For conversions, sales, or transfers made during the one-year period, the Cooperator shall repay to ODNR within forty-five (45) days of the approved disposition seventy-five percent (75%) of any expended funds granted by ODNR for the originally-approved equipment purchase.

9. **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 Cooperator. If ODNR terminates this Agreement, the Cooperator will be paid for any non-cancelable obligation properly incurred by the Cooperator prior to termination. Cooperator shall return any unused grant funds to ODNR within thirty (30) days of termination.
10. **Termination by Cooperator.** Any time after signing this Agreement, Cooperator may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Cooperator terminates this Agreement, Cooperator 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. If any grant funds are unused at that time, Cooperator shall return all unused grant funds to ODNR within thirty (30) days of termination. Cooperator must refund all funds awarded under this Agreement to ODNR.
11. **Relationship of the Parties.** The Cooperator acknowledges and agrees that neither it nor its employees are public employees of ODNR under federal and state law for tax, retirement deduction, and Workers' Compensation purposes. The Cooperator is undertaking the work under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other relationship between the Parties. This Agreement is not part of any other agreement between ODNR and the Cooperator.
12. **Nondiscrimination in Employment.** Pursuant to R.C. § 125.111 and ODNR policy, Cooperator agrees that Cooperator, any subcontractor, and any person acting on behalf of Cooperator, 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. Cooperator further agrees that Cooperator, any subcontractor, and any person acting on behalf of Cooperator 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.

Cooperator shall, in all solicitations or advertisements for employees placed by or on behalf of the Cooperator, 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. Cooperator 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 Cooperator shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

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13. **Workers' Compensation.** Cooperator 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 Cooperator, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
14. **Compliance with Laws.** Cooperator, 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.
15. **Open Trade.** Pursuant to R.C. § 9.76(B), Cooperator 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.
16. **Liability; Indemnification.** Cooperator shall be solely responsible for any and all claims, demands, or causes of action arising from Cooperator'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 Cooperator. 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.
17. **Drug-Free Workplace.** Cooperator agrees to comply with all applicable state and federal laws regarding drug-free workplace.
18. **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 Cooperator to purchase goods and services from Ohio-certified MBE and EDGE vendors.
19. **Events of Significant Impact.** Cooperator 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.
20. **Debarment and Suspension.** Cooperator 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 Cooperator shall immediately repay ODNR all funds transferred by this Agreement.
21. **Findings for Recovery.** Cooperator 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. Cooperator 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.

22. **Ohio Ethics Law.** The Cooperator 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 Cooperator 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.
23. **Expenditure of Public Funds for Offshore Services.** The Cooperator affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Cooperator 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>.
24. **Campaign Contributions.** The Cooperator 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.
25. **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.
26. **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. Cooperator consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
27. **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.
28. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Cooperator with the prior written consent of ODNR. Any assignment or delegation made without the prior written consent of ODNR is voidable at ODNR's discretion.
29. **Qualifications.** Cooperator represents that it has all approvals, licenses, or other qualifications needed to conduct its business and operations in Ohio and that all are current.

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30. **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.
31. **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.
32. **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.
33. **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.
34. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, 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.
35. **Notice.** For any notices under this Agreement to be effective, the notice must be made in writing and delivered to the contacts provided below. Questions or comments may be directed to the contacts below as well.

Cooperator Contact:

Bob Neal
475 Western Ave Suite H,
Chillicothe, OH 45601
740-772-4110, EXT 116
bneal@rosscountyswcd.org

ODNR-DOW Contacts:

John Kaiser
2045 Morse Road, G-3
Columbus, OH 43229
937-203-7511
John.Kaiser@dnr.ohio.gov

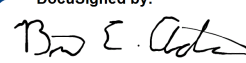
[SIGNATURE PAGE FOLLOWS]

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

COOPERATOR

ROSS SOIL AND WATER CONSERVATION
DISTRICT

DocuSigned by:
By: 
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Printed Name: Brice E. Acton

Title: Board Chairman

Date: February 17, 2022

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WILDLIFE

DocuSigned by:
By: 
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Printed Name: Michael C Reynolds

Title: Executive Administrator wildlife

Date: February 22, 2022

EXHIBIT A
SWCD Wildlife Specialist Plan of Work

SWCD: Ross

Timespan: FY 22 July 1, 2021 - June 30, 2022 Represents required activities for all Wildlife Specialists

Beehive Event Type	Activity Code	Wildlife Activity Description	Wildlife Specialist Activities	Number of Tasks/Events Goal	% of Time	Hours	Goal Details
		All Wildlife Specialist activities (listed below) recorded in Beehive must be wildlife-related.		WS Ageement Hours =		520	
Education	10206	I&E - Hunter Education/Shooting Sports Experiences	Youth, disabled, veterans, women, etc. hunts. WS cannot participate in the hunt (mentor/guide, baiting, stocking birds, and othe hunt activities) Can provide safety info, habitat talk, registration help, or other non-hunt related tasks.		0%	0	
			Shooting sports events (archery shoot, NASP, trap, etc.)				
			Write news releases/newsletters/articles/social media/website; Radio and TV programs about hunter education related info/events				
Education	10214	I&E - Conservation Information and Events	Facilitate wildlife-related educational events for landowners or youth	4	10%	52	Area Envirothon, Tar Hollow Field Days, & other School Events
			Develop plans for placing bird feeders and bird boxes				
			Write news releases/newsletters/articles/social media/website; Radio and TV programs about wildlife-related topics				
			Develop wildlife educational programs for after-school learning				
			Farmer/landowner programs geared toward wildlife management	2			Wildlife Meetings and Events geared toward landowners
Technical	10217	I&E - Ranges	Range clean-up		0%	0	
			Range maintenance				
			Range work				
			Any other shooting range-related work				
Education	10218	I&E - Student and Instructor Training	Hunter education classes		0%	0	
			Hunter education preparation				
			Hunter education training				
Education Technical	10402	Wildlife - Basic Service	General wildlife-related information for inquiries	20	5%	26	General wildlife assistance (that doesn't fall under other catagories)
			Wildlife training	15			Wildlife Specialists Monthly Mtgs. & Other Wildlife Meetings
			Seeking non-governmental (i.e., NWTF, PF, QDMA etc.) partnerships that will better wildlife and habitat management				
Technical	10406	Wildlife - CRP Mid-Contract Management	CRP Mid-Contract Mgt. Assessments (MCM)	30	7%	36.4	Assist landowners with CRP contracts set to do MCM
Technical	10408	Wildlife - Diseases in Wildlife Surveillance and Monitoring	Assist with collection of deer heads for CWD testing		0%	0	
Education Technical	10413	Wildlife - Habitat Management	Wildlife habitat assistance (calls, walk-ins, site visits, wildlife mgt. plans, outreach/education)	25			Assist landowners in managing wildlife Habitat (Not Farm Bill Related)
			Agency coordination on wildlife habitat management				
			Wildlife habitat plant/tree sales programs (Fish Sales are NOT eligible)				
			Invasive species ID and removal guidance				
			Tree farm inspection/certification (wildlife-related only; non-market)				

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SWCD Wildlife Specialist Plan of Work

Education Technical	10413	Wildlife - Habitat Management	Wildlife related Farm Bill-related work (CRP, CSP, WRE)	300	40%	208	Assist landowners with new & reenroll CRP,CREP, & SAFE contracts
			Write news releases/newsletters/articles/social media/website; Radio and TV programs about wildlife habitat-related topics				
			Mapping invasive species (wildlife-related ONLY)				
			ODOT roadside habitat assessments				
			Food plot and wildlife habitat soil sample handling and processing				
			Assist PF with food plot seed distribution				
			Presentations for other agencies and offices on wildlife habitat				
			Facilitate wildlife-related educational events (workshops, field days) for landowners				
			Activities related to the Co-Op Hunting, Trapping, and Fishing Program				
			Equipment rental for wildlife habitat establishment or maintenance				
Education Technical	10420	Wildlife - Ohio Landowner/Hunter Access Partnership (OLHAP)	Meetings, training, planning	5	10%	52	Training and planning events
			Promotion, outreach, news releases/newsletters/articles/social media/website	5			Promote OLHAP through website,facebook, fair booth, etc.
			Technical assistance for interested or enrolled landowners	20			Provide OLHAP information and assistance to landowners/ hunters
Technical	10421	Wildlife - Population surveillance of terrestrial game populations (except deer)	Assist with wildlife surveys (river otter, woodcock, wild turkey, wood ducks, barn owls, ruffed grouse, acorn, etc.)	6	3%	15.6	Turkey/Grouse, Pheasant, and Quail population surveys
			Assist with animal carcass collection as needed				
			Assist office with the release of incidental bobcat catches by trappers				
Technical	10422	Wildlife - Public Use Facility/Boundary Maintenance	Wildlife area boundary marking		0%	0	
			Facility/trail maintenance				
Technical	10424	Wildlife - White-tailed deer population surveillance and monitoring	Assist with deer-related data collection as needed (aging data at deer processors)		0%	0	
Education Technical	10425	Wildlife - Wildlife Conflict Technical Guidance	Deer/goose/coyote/feral swine/nuisance animal damage investigations	12	15%	78	Deer damage and nuisance wildlife investigation
			Deer damage permit issuance, processing, and collection	75			Deer Crop Damage Permits Issued
			Deer/goose/coyote/feral swine/nuisance animal damage technical assistance	20			Assist landowners dealing with nuisance wildlife issues
			Facilitate wildlife damage workshops/clinics				
			Write news releases/newsletters/articles/social media/website; Radio and TV programs about wildlife-related topics				
			Assist other SWCD Wildlife Specialists in nuisance animal damage investigations and technical assistance				
			Presentations and workshops for other agencies and offices on nuisance wildlife				
			Distribute CNWACO (nuisance trapper) list (Source: ODNR-DOW website)				
Technical	10442	Wildlife - Public Lands Mgt. Forest Habitat	Forestland habitat improvement on public lands (ODNR, DOW Wildlife Area)		0%	0	
Technical	10443	Wildlife - Public Lands Mgt. Upland Habitat	Upland habitat improvement on public lands (ODNR, DOW Wildlife Area)		0%	0	

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SWCD Wildlife Specialist Plan of Work

Technical	10444	Wildlife - Public Lands Mgt. Wetland Habitat	Wetland habitat improvement on public lands (ODNR, DOW Wildlife Area)		0%	0	
Educaton Technical	10448	Wildlife - Wildlife EQIP Assistance MIN. 40 HOURS	Wildlife EQIP (includes Wildlife, Quail, Butterfly, and Bee subcategories) technical assistance, site visits, calls, mgt. plans, planning paperwork, follow-up, etc.	5	10%	52	Assist landowners with wildlife EQIP contracts
			News releases/newsletters/articles/social media/website; Radio and TV programs about				
Education Technical	10455	Wildlife - NRCS Working Lands For Bobwhites Tech. Assistance	Education/Outreach to promote WLFW EQIP and/or CSG Pasture conversion to NWSG		0%	0	
			Technical assistance for WLFW EQIP and/or CSG Pasture conversion to NWSG				
Totals					100%	520	

Calculation: 520 hours x \$33.65 = \$17,500