

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (“Agreement”) is to be used to establish the terms under which a local authority may acquire the right to use specific property for purposes of sheltering individuals in response to a public health emergency. The Agreement is a legally binding agreement between the Local Authority and Property Owner identified below (“Local Authority” and “Property Owner” respectively and collectively referred to as “the Parties”). These terms and conditions outline both Local Authority’s responsibilities and those of the Property Owner. This form must be signed by an individual with legal authority to sign on behalf of each Party. **This Agreement is not to be used to establish alternate care sites or temporary hospitals for individuals requiring hospitalization.**

Local Authority			
Local Authority Name		Point of Contact	
Street Address		City	State
Zip Code	Phone Number	Email Address	

Property Owner			
Business Name of Property Owner		Point of Contact	
Street Address		City	State
Zip Code	Phone Number	Email Address	

RECITALS

WHEREAS, COVID-19 is a new strain of respiratory disease, the first cases of which were recently identified in humans. COVID-19 can result in serious illness or death and can be easily spread from person to person.

WHEREAS, on March 9, 2020, the Ohio Department of Health confirmed the three (3) known cases of COVID-19 in the State.

WHEREAS, on March 9, 2020, the Governor of Ohio declared a State of Emergency in Executive Order 2020-01D.

WHEREAS, on March 31, 2020, the Director of the Ohio Department of Health issued an “Order for Non-Congregate Sheltering to be utilized throughout Ohio” (“Non-Congregate Sheltering Order”). The Order’s purpose is to “avoid an imminent threat with high probability of widespread exposure to COVID-19 with a significant risk of substantial harm to . . . the general population, . . . elderly, and people with weakened immune systems and chronic medical conditions. [By ordering] non-congregate sheltering be utilized throughout the state for those who are unable to safely self-quarantine in their place of residence and to isolate those diagnosed with or showing symptoms of COVID-19.” This Order was effective immediately and will remain in full force until it

expires after one-hundred twenty days (120) or at a time to be determined by the Director of Health, whichever is sooner.

WHEREAS, the above-referenced local authority (“Local Authority”) will be authorized to use and assume the responsibility of the property identified in Attachment B (“Specified Buildings”), excluding areas of those buildings used by the above-referenced property owner (“Property Owner”), including but not limited to (insert any applicable space), subject to the terms and conditions outlined in the proceeding Agreement.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1) ELIGIBILITY

- a) Only individuals who are members of the Target Population as defined in Attachment A to this Agreement, exclusive to those who do not require hospitalization, may be present in Specified Buildings. The Local Authority must maintain a log-in sheet of those in Specified Buildings at all times. Unless authorized by law, the Local Authority may not provide the log-in sheet to any other party.
- b) Only members of the Target Population and the parents or legal guardians of minors who are members of the Target Population are permitted to occupy Specified Buildings. Once an individual requires hospitalization, that individual must be transported immediately by the Local Authority to a different facility outside of the Specified Buildings. Sheltering eligibility may be provided in thirty (30) day increments until there is no longer a public health crisis per the Director of the Ohio Department of Health.
- c) Except for the parent or legal guardians of minors who are members of the Target Population, no individuals are permitted admittance to the Specified Buildings at any time. No minors are permitted admittance unless accompanied by the minor’s parent or legal guardian who authorizes admittance.

2) GENERAL REGULATIONS

- a) All non-congregate sheltering must be at the direction of and documented through the Non-Congregate Sheltering Order, consistent with the requirement that the Director of the Ohio Department of Health to certify, in thirty (30) day increments that a threat to lives, public health, or safety still exists, and that continuing non-congregate sheltering eliminates or lessens the threat.
- b) The Local Authority hereby covenants and agrees that it will comply with all applicable federal, state and local government statutes, ordinances, and regulations, as amended by any authorized body in response to or support of Executive Order 2020-01D. Any conduct in violation of these statutes, ordinances, regulations, policies or procedures is the responsibility of the Local Authority and not the Property Owner and may result in an individual’s immediate removal from Specified Buildings, by and at the expense of the Local Authority.
- c) Nothing in this Agreement prevents individuals engaged in the performance of necessary services from required access to Specified Buildings.
- d) When applicable this Agreement is being entered into in accordance with the Ohio Intrastate Mutual Aid Compact (IMAC) as codified under O.R.C. Section 5502.41. Any discrepancy between this Agreement and IMAC is resolved in favor of IMAC.

3) EMERGENCY CONTACT

In the case of an emergency or an issue that needs to be addressed by relevant individuals identified as emergency contacts in Attachment D of this Agreement must be immediately contacted.

4) ROOM PRICING/PAYMENT OF INVOICE

- a) The Local Authority agrees to pay the price(s) described in Attachment C.
- b) Payment is due upon receipt of invoice and is considered delinquent if not paid within thirty (30) days of invoice. Any corrections should be agreed upon in writing by both Parties.
- c) Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- d) Submission of Invoice: In order to be considered a proper invoice, the Property Owner shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original copy monthly to the Local Authority Invoice Contact identified in Attachment D.

5) OCCUPANCY SPECIFICATIONS

- a) Occupancy begins when access to the Specified Buildings is given to the Local Authority and continues until the term of this Agreement expires.
- b) After being provided access to Specified Buildings, further distribution and collection of keys, access cards or similar devices (collectively referred to as "keys") used to gain access to and within Specified Buildings is the responsibility of the Local Authority. The Local Authority is only authorized to occupy the Specified Buildings. Local Authority and its employees are not authorized to access other structures owned by the Property Owner without prior written approval by the Property Owner.
- c) No structural modifications will be made to Specified Buildings without the express written consent of both Parties.
- d) The Local Authority agrees and accepts that it alone is responsible for providing any reasonable accommodations necessary under the Americans with Disabilities Act or similar state or federal law for individuals who it authorizes to access Specified Buildings.

6) PROPERTY OWNER ENTRY AND OPERATIONS

Property Owner employees, agents or contractors may enter a room covered by this agreement in one of the Specified Buildings as necessary to assess and repair the physical facilities, complete inspections, adjust temperature controls, maintain safety standards, and/or for other reasons determined necessary by both Parties.

7) KEYS AND ACCESS CARDS

- a) Duplication and loaning of Property Owner-issued keys or accommodation of unauthorized individuals is prohibited. Individuals found in violation of this key and access policy may be asked to leave Specified Buildings.

- b) For each lost key, **\$125** will be added to the Local Authority's invoice to cover the cost of replacing the lock.
For each lost access card, **\$10** will be added to the Local Authority's invoice to cover the cost of replacing the card.

8) PERSONAL/FACILITY PROPERTY DAMAGE

- a) The Property Owner assumes no responsibility for loss or damage to personal property for the term of this Agreement. Abandoned property will be immediately destroyed.
- b) The Local Authority assumes care for the physical facilities of Specified Buildings. Damage to Specified Buildings, beyond standard wear and tear caused by its intended use, will be the financial responsibility of the Local Authority.

9) INSURANCE

- a) The Local Authority is responsible for any and all damage beyond that caused by standard wear or tear or aging, to Specified Buildings. The Local Authority shall maintain insurance, or coverage by means of a joint "Self Insurance" pool, on the Specified Buildings in case of fire, theft, damage, or destruction for the full amount of Specified Buildings' current values. Neither Party shall be liable for damages to property nor injuries to third persons caused by the negligence of the other Party arising from acts or omissions of the other Party in Specified Buildings or occurring as a consequence of the performance of this Agreement except as set forth herein. The Local Authority will have its liability determined in accordance with chapter 2744 of the Ohio Revised Code.
- b) The Local Authority's insurance coverage shall be the primary coverage for this Agreement, and the Property Owner shall be named as an Additional Insured in all required contracts of insurance pertaining to the use of the Specified Buildings. A certificate of insurance **MUST** be filed with the Property Owner, also listed and the certificate holder, before the Local Authority is given access to the Specified Buildings.

10) INDEMNIFICATION

- a) To the extent permitted by Ohio law and except for situations where officer, employee or governmental immunity would apply each Party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- b) Pursuant to the Non-Congregate Sheltering Order, except for a community college, state community college, technical college, or university branch, if the Property Owner is a state institution of higher education, the institution and its personnel, while providing assistance or aid pursuant to this agreement shall be deemed to be performing a public duty as defined in O.R.C. Section 2743.01 and have the defenses to, and immunities from, civil liability provided in O.R.C. Section 2743.02. Pursuant to the Non-Congregate Sheltering Order, if the Property Owner is a community college, state community college, technical college, or university branch, the institution and its personnel, while providing assistance or aid pursuant to this agreement shall have the defenses to and immunities from civil liability provided in O.R.C. Sections 2744.02 and 2744.03 and shall be entitled to all applicable limitations on recoverable damages under O.R.C. Section 2744.05. Pursuant to the Non-Congregate Sheltering Order, if the Property Owner is a public college or university, to the extent this Agreement includes temporary private medical facility use of a public college or university's available vacant grounds, buildings, and facilities, for non-hospitalization

purposes, the college or university and its personnel shall be deemed to be performing a public duty and entitled to the defenses to, and immunities from, civil liability provided in R.C. 2743.02, R.C. 2744.02, and R.C. 2744.03 in connection with such temporary private medical facility use. This paragraph does not authorize the Property Owner to establish an alternate care site or temporary hospital for individuals requiring hospitalization under this Agreement.

- c) To the extent permitted by law and except for situations where officer, employee or governmental immunity would apply, the Local Authority will be responsible for any and all claims for which it is legally liable. Should suit be filed in accordance with Chapter 2744 of the Ohio Revised Code, the Local Authority would be responsible for the payment of any settlement or judgment rendered against them.

11) EFFECTIVE DATE AND TERMINATION

This Agreement is conditioned on the certification by the Director of the Ohio Department of Health that a threat to lives, public health, or safety still exists, and that continuing non-congregate sheltering eliminates or lessens the threat. Such certification will occur in thirty (30) day intervals. It is the intent of the Parties that, unless otherwise stated in Attachment B, this Agreement will continue so long as the Director of the Ohio Department of Health makes the aforementioned certification. This Agreement will take effect upon full execution. It will remain in place until modified in writing or cancelled in writing in accordance with Section 13(c) of this Agreement and terminate immediately when the aforementioned certification is no longer made.

SUSPENSION AND TERMINATION: Any Party to this Agreement may suspend or terminate this Agreement, for convenience or with cause, by providing five business (5) days written notice to the other party. Any violations or breach of the terms stated herein, by the Property Owner shall provide the Local Authority with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the Local Authority. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within three (3) business days following delivery of written notice of the breach. In the case of late payment by the Local Authority, however, the Property Owner may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and the Property Owner may demand the maximum interest authorized under law. If this Agreement is suspended or terminated, the Property Owner shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the Local Authority, furnish a report describing the status of all work under this Agreement, as the Local Authority may require. Regardless of which Party terminates the Agreement, any payments made by the Local Authority in which services have not been rendered by the Property Owner shall be prorated and returned to the Local Authority. Such payment(s) must be sent to the Local Authority within thirty (30) days of the date on which the Property Owner either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The Local Authority shall not be liable for any further claims.

12) FORCE MAJUERE

If either Party is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The Party must remedy with all reasonable dispatch the cause

preventing it from carrying out its obligations under this Agreement. The term “force majeure” means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the Party.

13) MISCELLANEOUS

- a) **Governing Law:** All questions relating to the validity, interpretation, performance, or enforcement of this Agreement, and any claims arising from or related to this Agreement, will be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Agreement may be brought only in the state courts of Ohio with appropriate jurisdiction, and the parties irrevocably consent to the jurisdiction and venue of such courts.
- b) **Intellectual Property:** Neither Party will appropriate or make use of the other Party’s, name or other identifying marks or property without prior written consent of the Party with ownership over the intellectual property in question. Parties shall not use the State of Ohio, Ohio Department of Public Safety, or DHS seal(s), logos, crests, or reproductions of flags or likenesses of above-referenced agencies’ officials without specific pre-approval in writing from the relevant agency.
- c) **Entire Agreement:** This Agreement supersedes any and all agreements, both oral and written between the Parties, and contains all of the covenants and agreements between the parties. Each Party acknowledges that no representations, inducements, promises, or agreements written or oral have been made by either Party or by anyone acting on behalf of either Party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.
- d) Each Party signing this Agreement represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed. Each Party further represents that it has not entered into, nor will it enter into any Agreement that would conflict with its obligations hereunder.
- e) Parties acknowledge that this Agreement will be funded with federal monies. Accordingly, Parties agree to comply with the terms provided in Attachment F.

Local Authority Representative	Local Authority Representative Title
Signature of Local Authority Representative	Date Signed
Property Owner Representative	Property Owner Title
Signature of Property Owner Representative	Date Signed

Definitions

(Attachment A to Mutual Aid Agreement)

For purposes of this Agreement, the following definitions apply:

“Contractor” means any party engaging in the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term includes supervisors, inspectors, and other onsite functions incidental to the actual construction.

“Environmental Laws” collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permit and other requirements or guidelines of governmental authorities applicable to Specified Buildings and related to the environment and environmental conditions or to any Hazardous Substance (including, without limitation, CERCLA, 42 U.S.C. Section 9601, et. seq.; the Resource Conservation and Recovery Act of 1976, 42 U. S. C. Sec. 6901, et seq., the Hazardous Materials Transportation Act., 49 U.S.C. Sec. 1801, et seq. the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251, et seq., the Clean Air Act, 33 U.S.C. Sec. 7401, et seq., the Clean Air Act, 42 U.S.C. Sec. 741, et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601-2629, the Safe Drinking Water Act, 42 U.S.C. Sec 300f-300j, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 1101, et seq., and any so-called “Super Fund” or Super Lien” law, and any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local laws and regulations all amendment thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder, including as amended in response to any emergency declaration made in regarding the COVID-19 pandemic, concerning the environment, industrial hygiene or public health or safety.

“Hazardous substance” means: (1) Asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a “hazardous substance”, “hazardous material”, “hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant” or any other formulation intended to define, list or classify substance by reason of reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (2) Any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; and (3) Petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material) and medical waste.

“Isolation” means the separation of symptomatic individuals with a quarantinable communicable disease from people who are asymptomatic.

“Medical sheltering” means sheltering meant to address the specific needs directly resulting from this the COVID-19 Public Health Emergency, including non-congregate sheltering for health and medical-related needs such as isolation and quarantine resulting from COVID-19. Alternate care sites and temporary hospitals are not considered non-congregate sheltering.

“Quarantine” means the separation and restriction of the movement of people who were exposed to a contagious disease in order to prevent spread of infection and to monitor for symptoms.

“Target Population” includes those who: (1) Test positive for COVID-19 who do not require hospitalization but need isolation; and (2) Have been exposed to COVID-19 who do not require hospitalization.

Specified Buildings
(Attachment B to Mutual Aid Agreement)

A. Specified Building		
A-1. Building Name	A-2. Street Address	A-3. City
A-4. Building Contact	A-5. Contact Phone	A-6. Contact Email Address
A-7. Building Use Purpose (include any limited use, excluded building areas, etc.)		
A-8. Authorized Dates of Access		

B. Specified Building		
B-1. Building Name	B-2. Street Address	B-3. City
B-4. Building Contact	B-5. Contact Phone	B-6. Contact Email Address
B-7. Building Use Purpose (include any limited use, excluded building areas, etc.)		
B-8. Authorized Dates of Access		

C. Specified Building		
C-1. Building Name	C-2. Street Address	C-3. City
C-4. Building Contact	C-5. Contact Phone	C-6. Contact Email Address
C-7. Building Use Purpose (include any limited use, excluded building areas, etc.)		
C-8. Authorized Dates of Access		

D. Specified Building		
D-1. Building Name	D-2. Street Address	D-3. City
D-4. Building Contact	D-5. Contact Phone	D-6. Contact Email Address
D-7. Building Use Purpose (include any limited use, excluded building areas, etc.)		
D-8. Authorized Dates of Access		

E. Specified Building		
E-1. Building Name	E-2. Street Address	E-3. City
E-4. Building Contact	E-5. Contact Phone	E-6. Contact Email Address
E-7. Building Use Purpose (include any limited use, excluded building areas, etc.)		
E-8. Authorized Dates of Access		

F. Specified Building		
F-1. Building Name	F-2. Street Address	F-3. City
F-4. Building Contact	F-5. Contact Phone	F-6. Contact Email Address
F-7. Building Use Purpose (include any limited use, excluded building areas, etc.)		
F-8. Authorized Dates of Access		

Cost and Additional Agreed Responsibility between Parties
(Attachment C to Mutual Aid Agreement)

Checkboxes below indicate agreed obligations for the respective Party under this Agreement to either provide or procure the indicated item. Use the text box to the right of each checkbox to provide relevant descriptions or limitations on the obligation assumed by each Party.

Local Authority Obligations	
Base Cost to Local Authority for Use of Property	
Maintenance	
Food	
Occupied Area Cleaning	
Common Area Cleaning	
Waste Management	
Clean Linens	
Laundry Service	
Parking	
Security	
Utilities	
Modifications	
Other	

Local Authority Obligations

Other	

Property Owner Obligations		
Maintenance		Cost to Local Auth.
Food		Cost to Local Auth.
Occupied Room Cleaning		Cost to Local Auth.
Common Area Cleaning		Cost to Local Auth.
Waste Management		Cost to Local Auth.
Clean Linens		Cost to Local Auth.
Laundry Service		Cost to Local Auth.
Parking		Cost to Local Auth.
Security		Cost to Local Auth.
Utilities		Cost to Local Auth.
Modifications		Cost to Local Auth.
Other		Cost to Local Auth.
Other		Cost to Local Auth.
Other		Cost to Local Auth.
Other		Cost to Local Auth.

Additional Contact Information
(Attachment D to Mutual Aid Agreement)

In the case of an emergency or an imminent issue that needs to be addressed by the Parties, each Party should identify at least two points of contact who can be reached by cell phone at any time.

Local Authority Emergency Contact Information	
Primary Emergency Contact Name	Primary Contact Cell Phone Number
Secondary Emergency Contact Name	Secondary Contact Cell Phone Number

Property Owner Emergency Contact Information	
Primary Emergency Contact Name	Primary Contact Cell Phone Number
Secondary Emergency Contact Name	Secondary Contact Cell Phone Number

In order to be considered a proper invoice, the Independent Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original copy monthly using the Local Authority Invoice Contact Information below.

Local Authority Invoice Contact Information	
Name of Individual Receiving Invoice	Phone Number for Invoices
Email Address for Invoices	Special Instruction

Property Owner Fiscal Contact Information	
Name of Finance Contact	Phone Number for Finance Contact
Email Address for Finance Contact	Special Instruction

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 Certification
(Attachment E to Mutual Aid Agreement)

This certification must be completed by grantees and sub-grantees of funds from the United States Federal Emergency Management Agency. Each tier of entities contracting to receive these funds must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of any a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Entity Receiving Funds	Name and Title of Authorized Entity Representative
<p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <ol style="list-style-type: none"> 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. <p>This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.</p>	
Authorized Entity Representative Signature	Date

Agreed Terms for the Distribution of Federal Monies
(Attachment F to Mutual Aid Agreement)

- a) If this Agreement meets the definition of “federally assisted construction contract,” as defined in 41 C.F.R. § 60-1.4(b) during the performance of this Agreement the Parties agree as follows:
- i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

Mutual Aid Agreement

Initial ____

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Local Authority further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under this Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Local Authority further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b) Compliance with the Davis-Bacon Act:

- i) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- ii) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- iii) Additionally, contractors are required to pay wages not less than once a week

c) Compliance with the Copeland "Anti-Kickback" Act:

- i) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- d) Compliance with the Contract Work Hours and Safety Standards Act:
- e) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (h)(i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (h)(i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (h)(i) of this section.
 - iii) *Withholding for unpaid wages and liquidated damages.* The United States Federal Emergency Management Agency ("FEMA") shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - iv) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- f) The Local Authority acknowledges and agrees that neither it nor its agents, employees or contractors will bring, generate, treat, store, use or dispose of Hazardous Substances at the Premises in violation of any Environmental Laws.
- g) Suspension and Debarment:
 - i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Local Authority is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - i) The Local Authority must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - ii) This certification is a material representation of fact relied upon by the Local Authority. If it is later determined that an entity that is a party to a lower tier transaction did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Local Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iii) The Local Authority agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract that may arise from this Agreement. The Local

Authority further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- h) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>):
 - i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii) Meeting contract performance requirements; or
 - iii) At a reasonable price.
- i) The Parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
- j) The Property Owner agrees to provide Ohio Department of Public Safety, Local Authority, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Property Owner which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- k) The Property Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- l) The Property Owner agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- m) In compliance with the Disaster Recovery Act of 2018, the Parties acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- n) Signatures affixed to this agreement constitute an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Parties will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- o) Neither the Federal Government nor the State of Ohio is a party to this Agreement and are not subject to any obligations or liabilities to the non-Federal entity, Parties, contractor or any other party pertaining to any matter resulting from this Agreement.
- p) The Parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Local Authorities actions pertaining to this Agreement.