



Department of
Development

Ohio Job Ready Sites Program
Program Guidelines and Application Procedures
Fiscal Years 2010 & 2011

Ohio Department of Development
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The State of Ohio is an Equal Opportunity Employer and Provider of ADA Service

I. Overview

The Ohio Job Ready Sites (JRS) Program, authorized by Ohio Revised Code (ORC) §122.086, was created to bolster the State's inventory of available facility locations served by utility and transportation infrastructure. Sites improved under the JRS Program are kept ready for future business prospects seeking locations for new or expanded operations.

The State of Ohio will sell \$150 million in bonds during a seven-year period to fund the JRS Program. Grants are capped at either \$3.5 million or \$750,000, depending on the development intensity (see *Definitions, Section II*), and may be used to offset costs traditionally incurred in industrial and commercial site development, from acquisition of real property, infrastructure upgrades, and construction build-out of speculative facilities.

Funds are directed to: (1) bolster Ohio's current inventory of sites available for future development and/or reuse by economy shifting end-users; (2) promote re-investment and reuse of formerly developed property; (3) leverage State and local communities' previous investments in infrastructure; (4) foster regional cooperation and economic growth strategies; and (5) encourage sustainable development. As such, JRS Program funds are available each year to a limited number of sites that offer Ohio's best opportunities for future development and/or re-use.

All parties desiring to participate in the JRS Program are encouraged to review the enabling statutes, located at [Ohio Revised Code \(ORC\) §122.085 through 122.0820](#), as well as the program's rules contained in [Ohio Administrative Code \(OAC\) §122:20-1-01 through 122:20-1-05](#).

II. Definitions

1. "Non-profit Economic Development Organization" includes without limitation community improvement corporations, community development corporations, and chambers of commerce or business councils, certified and/or registered to do business in Ohio.
2. "High-Intensity Site Development" ("High-Intensity") category eligible projects typically require moderate to significant infrastructure improvements to industrial and commercial sites. Eligible projects awarded under this category are required to certify their project under the JRS Program. See Appendix A for an Intensity level comparison.
3. "Low-Intensity Site Development" ("Low-Intensity") category eligible projects typically require minimal or phased infrastructure improvements to industrial and commercial sites. Certification under the JRS Program is voluntary. See Appendix A for an Intensity level comparison.
4. "Wealth generating anchor" is a non-profit corporation or a private, for-profit entity, that has made or will make a significant capital investment at the entity's site of operations; has created or will create significant numbers of full-time jobs paying average hourly wages equal to or exceeding the applicable county average wage rate; and which is engaged in at least one of the following activities:

- a. Research and development, technology transfer, bio-technology, information technology, or the application of new technology developed through research and development or acquired through technology transfer.
 - b. The study and application of data and the processing thereof; the automatic acquisition, storage, manipulation or transformation, management, movement, control, display, switching, interchange, transmission or reception of data, and the development or use of hardware, software, firmware, and procedures associated with this processing. Includes matters concerned with the furtherance of computer science and technology, design, development, installation, and implementation of information systems and applications that in turn will be licensed or sold to a specific target market.
 - c. The design, creation, or formulation of new or enhanced products, equipments, or processing and scientific or technological inquiry and experimentation in the physical sciences with the goal of increasing scientific knowledge that may reveal the bases for new or enhanced products, equipment, or processes.
5. “Mixed use” describes the mix of office, residential, retail, hotel, and governmental or civic end uses that may occur on the property of a Smart Office, Technical Center/Research Laboratory, or, as appropriate Manufacturing, eligible project at the time of the application and during the term of an agreement for the grant of JRS Program funds.
 6. “Certification” is the process by which a third-party site selection and/or engineering consulting firm hired specifically by the Ohio Department of Development verifies improvements under the eligible project have been completed and that all necessary permitting and clearances have been obtained. The grantee must ensure, at the time of certification, that all site improvements have been performed and satisfactorily completed to the levels committed, within the time specified under the JRS grant agreement (see B of these Guidelines for utility standards). The project is guided through the certification process using a “due diligence checklist” (the due diligence checklist can be downloaded at <http://development.ohio.gov/edd/obd/jrs/>).
 7. “Contiguous” refers to real property, in close proximity, to be improved under a Smart Office or Research and Development eligible project, including sharing the same utility and transportation access points, parking facilities, and roadways, or otherwise neighboring, adjoining, near in succession, or in actual close contact. Contiguous property need not touch at a point or along a boundary, but must share specific planning and design inter-dependencies.
 8. “Aerial survey” consists of a recent ortho (vertical) aerial photograph, not more than six months old, of the real property to be improved under an eligible

project, taken by a camera with a recent United States Geographical Survey camera calibration report. Overlaid to the photograph, to scale, is information of record including without limitation boundaries and easements, taken from a current preliminary title commitment. The aerial survey should disclose encroachments on or of the eligible project's real property onto adjoining properties, show any visual discrepancies with recorded documents, and be acceptable for title insurance underwriting.

9. "ALTA/ACSM Survey" is a real property survey, not more than two years old, performed in accordance with the most current Accuracy Standards for Land Title Surveys as adopted, from time to time, by the National Society of Professional Surveyors and the American Land Title Association. At present, the 2005 Minimum Standard Detail Requirements are current and in effect, available for download at <http://www.alta.org/standards/standards.cfm>.
10. "Environmental Site Assessment" is a report that documents the potential or existing environmental liabilities. A Phase I site assessment is required at time of application for projects that apply for High Intensity JRS funding. A Phase I site assessment is not required at time of application for projects that apply for Low Intensity JRS funding. However, a Phase I site assessment will be required prior to certification for any Low Intensity JRS project.
11. "Commercial or Industrial" refers to business activities undertaken by any individual, firm, corporation, or entity, occurring at any factory, plant, office, or other facility, not including a construction site or other workplace that was intended to be temporary workplace. Commercial or Industrial does not include activities performed primarily for a public or charitable purpose and/or undertaken by a nonprofit entity or governmental entity. Nor does the term include activities that primarily are education, retail, or residential in nature.
12. "Mega-Manufacturing" is characterized as contiguous land, typical larger than 1,000 acres, reserved for large industrial users.
13. "Manufacturing" is characterized as contiguous land smaller than 1,000 acres, reserved for heavy, light, or clean industrial users.
14. "Smart Office" is characterized as an office building that may be described generally as environmentally friendly, designed for employee-wellness, uses modern building technology and houses operations which are not manufacturing, assembly, or distribution related functions. The building must (1) be certified as meeting the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Gold or higher standards (environmentally friendly component); (2) use healthy and efficient building, lighting, and HVAC design, use non-toxic building materials, furnishings, and office supplies (employee-wellness component); and (3) use modern building technology such as interior wireless services, interior fiber, spider fiber optic service, direct digital wiring controls, modular wiring, accessible wiring, and cabling conduits, and under floor cooling systems (modern building technology

component). Information on LEED can be found at the following link:
<http://www.usgbc.org>.

15. "Technical Center/Research Laboratory" is characterized as office and/or laboratory space which primarily involves research and development activities conducted by scientists, researchers, and technicians working to discover information that is technological in nature, and which will be useful in developing new or improved products, processes, techniques, formulas, or inventions. Activities may include either or both direct and pure research. A direct research and development activity refers to research conducted to design, create, or formulate new or better products, equipment, or processes. A pure research and development activity refers to scientific or technological analysis, inquiry, and experimentation in the physical sciences.
16. "Relocation" refers to moving jobs from one local political jurisdiction of the State to another. The JRS Program is intended to attract business and industry new to the State and not subsidize the relocation of jobs from one area of the State to another.

III. Eligibility

1. Entities that are eligible to apply for JRS Program assistance are political subdivisions, non-profit economic development organizations, and those private, for-profit entities that obtain prior approval from the Director of the Department (Director) to submit application materials.
2. The private, for profit waiver must be received by the Department at least 45 days prior to the date on which applications are due to the local District Public Works Integrating Committee (DPWIC). The private, for profit waiver can be downloaded at <http://development.ohio.gov/edd/obd/jrs/>.
3. Unless waived by the Director, an eligible applicant under the High-Intensity competitive application process must demonstrate that it:
 - a. Is incorporated and in continual existence during the 24-month period immediately prior to the date of filing an application with the applicable DPWIC; and
 - b. Has experience successfully managing federal, state, and/or other sourced grants totaling at least \$500,000 during the five year period prior to the date of filing an application with the applicable DPWIC.
4. The existence and experience waiver can be downloaded at <http://development.ohio.gov/edd/obd/jrs/>.
5. Grant funds awarded and disbursed under the High-Intensity category to an eligible project cannot exceed the lesser of \$3.5 million or seventy-five percent of the total costs of the eligible project, as calculated at the time of application for

JRS Program assistance, throughout the period during which improvements are being made under the eligible project, and upon completion of improvements under the eligible project.

6. Grant funds awarded and disbursed under the Low-Intensity category to an eligible project cannot exceed the lesser of \$750,000 or seventy-five percent of the total costs of the eligible project, as calculated at the time of application for JRS Program assistance, throughout the period during which improvements are being made under the eligible project, and upon completion of improvements under the eligible project.
7. Grant moneys are disbursed as reimbursement of allowable costs incurred under the eligible project. All funds shall be reimbursed to the grantee for costs incurred from the date the grant was approved by the State Controlling Board and prior to the project completion date in the grant agreement.
8. Disbursed funds may only reimburse grantees for allowable costs, as defined in ORC §122.085(A), including:
 - a. Acquisition of land and buildings
 - b. Building construction
 - c. Renovation
 - d. Remediation of environmentally contaminated property
 - e. Infrastructure improvements, including but not limited to the following:
 - o Demolition of buildings and other structures
 - o Installation or relocation of water, storm water and sanitary sewer lines, water and waste water treatment facilities, pump stations, water storage mechanisms, and other similar equipment or facilities
 - o Construction of roads, bridges, traffic control devices, parking lots, and facilities
 - o Construction of utility infrastructure such as natural gas, electric, and telecommunications
 - o Improvement to rail access
 - f. Professional service fees such as engineering and architecture (not to exceed 10 percent of the grant amount)
9. Ineligible reimbursement costs include but are not limited to:
 - a. Administrative costs including but not limited to costs incurred for application preparation, preparing reimbursement requests, project management and construction administration, administrative costs including salaries assessed to, or fees paid by grantee, and costs incurred by grantee in complying with the reporting requirements under the grant agreement;
 - b. Bonds or other debt instruments issued by grantee to finance completion of the site improvement project;

- c. Taxes or assessments imposed on or made against the real or personal property comprising the site improvement project; and
 - d. Interest on loans
- 10. Real property to be improved under a Smart Office or Technical Center/Research Laboratory eligible project must be contiguous and may be characterized as mixed use in nature. Pursuant to ORC §122.085(D), such real property cannot be intended primarily for residential, retail, or governmental use. The Director has established that no more than 40 percent of the available acreage or square footage of a project site shall be comprised in the aggregate of residential, retail, hotel, and governmental or civic end uses.
- 11. Infrastructure improvements and assets not located on the eligible project site may be included under an eligible project, so long as the improvements are necessary to implement the project as described in the application. If the off-site improvements will also benefit persons or properties not related directly to the eligible project (e.g., improvements made to a waste water treatment plant serving the eligible project as well as local residents), the allowable costs should be reduced by the proportion of the off-site improvements benefiting persons or properties not related directly to the eligible project.
- 12. If the eligible project involves remediating environmentally contaminated property under the Ohio Voluntary Action Program (VAP), the Certified Professional responsible for managing the property through the VAP must maintain certification in good standing under the VAP during the term of the JRS grant agreement, including not having been or being subject to warning, suspension, revocation or similar disciplinary actions undertaken by the Ohio Environmental Protection Agency. The grantee may be required to submit documentation confirming the Certified Professional's good standing under the VAP.
- 13. The real property improved under the High-Intensity category or under the Low-Intensity category that indicates certification will be obtained must be certified prior to the project completion date in the grant agreement. In the event a grantee fails to obtain certification within the time period, the Department shall be entitled to and may seek recovery of up to all funds distributed under the grant agreement.
- 14. Unless waived by the Director, the real property improved as an eligible project, upon being certified, must be maintained in such certified condition and marketed appropriately for period not to exceed the lesser of the following:
 - a. The first seven years following the date on which the site becomes certified; or
 - b. The date following certification on which a proportion of the real property equal to at least 85 percent of the eligible project has been purchased by,

leased by, or otherwise put to use for the purposes as provided under the Program.

15. Each eligible applicant must provide a local match investment equal to at least 25 percent of the eligible project's total costs. The local match can include financial or in-kind contributions made by the eligible applicant directly and/or by third party project partners with which the eligible applicant has entered into a binding agreement for purposes of completing the eligible project.
16. Eligible financial local match investments include without limitation applicant-sourced funds, such as appropriated, encumbered or committed cash, tax increment financing district revenues, state-sourced loans, private equity, and federally sourced funds such as Appalachian Regional Commission grants and Community Development Block Grants.
17. Eligible in-kind local match investments are contributions of services and assets that are necessary to implement the eligible project as described in the application. Eligible contributions include without limitation the value of improvements made to a public park set-aside located on the eligible project's real property, the price paid for real property purchased by the applicant, improvements made to public utility service at the site performed by a municipally owned utility, or a transit authority's cost to extend mass transit service to the eligible project.
18. The local match requirement may be satisfied by eligible financial or in-kind contributions made during the five year period prior to the date the State Controlling Board approves an award to the eligible project. A maximum of 50 percent local match investment under the eligible project may be comprised by costs incurred during this five-year look-back period.

IV. Application

1. A single application shall be filed for each eligible project, and the application shall indicate that the eligible applicant upon award of grant assistance, will be solely responsible for all grant management responsibilities under the eligible project.
2. An eligible applicant is not limited in the number of applications it may submit in any funding cycle. However, only one application may be submitted per eligible project. Application materials will be available for download at <http://www.development.ohio.gov/edd/obd/jrs/>.
3. Applications shall indicate only one intensity level (High or Low) and certification category (Mega-Manufacturing, Manufacturing, Smart Office, or Technical Center/Research Laboratory, Existing Industrial Building) per eligible project.
4. Parameters of a High-Intensity application are as follows:

- a. Requested grant amounts cannot exceed \$3.5 million or 75 percent of the total costs to be incurred under the eligible project.
- b. Site certification is required under the High-Intensity site category. Refer to Appendix B for minimum utility standards and the due diligence checklist can be downloaded at <http://development.ohio.gov/edd/obd/jrs/>.
- c. An application must be accompanied by one complete aerial or ALTA/ACSM Survey of the entire real property to be improved under the eligible project. The survey should accurately represent the eligible project site in its current state.
- d. An application must be accompanied by one complete Environmental Site Assessment of the entire real property to be improved at the eligible project site.
- e. An application must be accompanied by sufficient photographs, aerial, and/or ground, that comprise the entire real property to be improved under the eligible project.
- f. If available, an application should include any studies conducted on or around the proposed project site. These studies may include archaeological, wetland delineation, traffic impact, or engineering studies. Sites that have preliminary studies complete at the time of application may receive additional consideration.
- g. Applications will be prioritized according to whether the following are in place at the time of application as to the real property to be improved at the eligible project site, and in effect for the duration of at least 10 years from the date a grant award is approved by the State Controlling Board, or otherwise for the term of an agreement for JRS Program assistance:
 - i. Site control mechanisms, including without limitation zoning ordinances, recorded deed restrictions, restrictive covenants, or options to purchase, setting forth the eligible project's real property use restrictions consistent with the JRS Program.
 - ii. Price agreements between the eligible applicant and respective landowners, as appropriate, setting forth maximum asking prices for the real property once certified under the Program. Price agreements should contain provisions setting forth any agreed upon prices to be asked for the real property improved under the eligible project, including any pre-determined price increases during the term.

5. Parameters of a Low-Intensity application are as follows:

- a. Requested grant amounts cannot exceed \$750,000 or 75 percent of the total costs to be incurred under the eligible project.
- b. Site certification is not required under the Low-Intensity site category. However, applications that indicate the eligible project will adhere to the certified site criteria will be prioritized over non-certified site projects. Refer to Appendix B for minimum utility standards and the due diligence checklist can be downloaded at <http://development.ohio.gov/edd/obd/jrs/>.
- c. An application must be accompanied by one complete aerial or ALTA/ACSM survey of the entire real property to be improved under the eligible project. The survey should accurately represent the eligible project site in its current state.
- d. If available, an application should be accompanied by one complete Environmental Site Assessment of the entire real property to be improved at the eligible project site. If the project application indicates that certification will be sought, an Environmental Site Assessment will be required prior to certification.
- e. An application must be accompanied by sufficient photographs, aerial, and/or ground, that comprise the entire real property to be improved under the eligible project.
- f. If available, an application should include any feasibility studies conducted on the proposed project site. These studies may include traffic impact or engineering studies.
- g. Applications will be prioritized according to whether the following are in place at the time of application as to the real property to be improved at the eligible project site, and in effect for the duration of at least 10 years from the date a grant award is approved by the State Controlling Board, or otherwise for the term of an agreement for JRS Program assistance:
 - i. Site control mechanisms, including without limitation zoning ordinances, recorded deed restrictions, restrictive covenants, or options to purchase, setting forth the eligible project's real property use restrictions consistent with the JRS Program.
 - ii. Price agreements between the eligible applicant and respective landowners, as appropriate, setting forth maximum asking prices for the real property once certified under the Program. Price agreements should contain provisions setting forth any agreed upon prices to be asked for the real property improved under the eligible project, including any pre-determined price increases during the term.

6. Parameters of the pre-application procedures include:

- a. Prior to the release of competitive application materials, the applicant may submit a pre-application in a format as required by the Department. The pre-application will request information such as an eligible project's site attributes, location, and proposed improvement plan. This optional step in the competitive application process will allow prospective eligible applicants to obtain feedback from the Department including the proposed eligible project's relative strengths and weaknesses.
 - b. The pre-application review and feedback process is intended only as a service to prospective eligible applicants. Any response by the Department is for information purposes only, to assist a prospective eligible applicant in determining whether to file a formal competitive application. Feedback provided by the Department does not constitute a determination, either favorable or unfavorable, of the prospective eligible applicant's proposed project, or a formal evaluation of the strength or weakness of any such application materials.
 - c. Completed pre-applications shall be submitted any time prior to the deadline listed in the pre-application materials. Feedback from the Department on a submitted pre-application may be provided via telephone or in person, and will occur prior to the release of the formal competitive application materials. Site visits may be requested and scheduled, depending on JRS staffing availability, up to the time of the release of the formal competitive application materials.
7. Parameters of the competitive application procedures are as follows:
- a. An application is first submitted to the DPWIC in whose jurisdiction the eligible project is located in. Information as to DPWIC jurisdictions and district contacts is available at <http://development.ohio.gov/edd/obd/jrs/>.
 - b. Upon submitting an application to the DPWIC, the eligible applicant will notify the Department's staff in writing. An example of such notification may be found in Appendix C of these Guidelines.
 - c. Each respective DPWIC will review and evaluate all submitted applications as to the completeness of the required application materials and to ensure the project meets the requirements of the JRS Program.
 - d. Each DPWIC should notify an eligible applicant in writing if the application is incomplete or does not meet the requirements for participation in the JRS Program with a due date by which eligible applicants may re-submit any corrected materials. The eligible applicant may correct the identified deficiencies and re-submit its application materials to the respective DPWIC by the due date. Failure by the eligible applicant to re-submit its corrected materials by the due date may result in the eligible applicant being disqualified from participating in the program.

- e. Each DPWIC may select up to six applications to forward to the Department (three applications per fiscal year appropriation). Each application selected will be prioritized from first through sixth place with place rankings receiving appropriate scoring weights during the Department's evaluation.
 - f. To best evaluate applications for JRS Program assistance and for purposes of clarification, the Department may request additional information. Requests for additional information will be made in writing with a due date by which an applicant must submit a response. Failure by an applicant to submit its response by the due date may result in the applicant being disqualified from participating in the JRS Program. Any such requests shall be with the applicant's identified project manager.
 - g. The Department will conduct an internal review and score each application submitted by the DPWICs that is deemed by the Department to be complete. The internal review will evaluate all applications as to the following:
 - i. Eligible project feasibility
 - ii. Extent of local investment in the eligible project
 - iii. Applicant's need for both site improvements and financial assistance in making the improvements
 - iv. Applicant's site improvement and marketing plans
 - v. Overall marketability of the eligible project, to include quality of existing infrastructure and local services and amenities
 - vi. The project's advancement of the Administration's Strategic Plan and the project site's plan for attraction of the targeted industries. The Strategic Plan can be download at <http://development.ohio.gov/strategicplan/> , and
 - vii. Any other criteria the Director determines is necessary, as indicated in the scoring materials. Applicants are encouraged to review the scoring materials that are released with the competitive application
 - h. Each eligible applicant whose application was deemed to be complete and meeting the requirements for participation in the JRS Program will be required to give up to a 30 minute presentation to the Department's JRS review team. The eligible applicant may use the presentation as an opportunity to highlight the opportunities and strengths offered by the eligible project. The content and quality of project presentations will be considered by the Department's JRS review team when evaluating applications.
8. Parameters of the discretionary application procedures are as follows:
- a. Eligible applicants are encouraged to participate as fully as possible in the competitive application process; discretionary applications for JRS

Program assistance may be acted upon by the Director solely at the Director's discretion.

- b. The Director may exercise discretion in awarding JRS Program assistance to eligible projects for which known end users have been identified.
- c. An eligible applicant may request a discretionary grant award via direct application to the Director, care of the JRS Program staff. Once received, an application will be reviewed and evaluated and if qualified, the Director may select it for recommendation to the State Controlling Board for funding under the JRS Program.

9. Award Selection

- a. The competitive application cycle has \$20 million available for grant awards. The Department estimates that at least two Low-Intensity projects and four High-Intensity projects will be funded. The Department estimates that within these projects, there will be the following site certification category breakdown:
 - i. Zero to one mega-manufacturing sites
 - ii. Zero to two smart office sites
 - iii. Two to four manufacturing sites
 - iv. Two to four technical center/research laboratory sites
 - v. Two to four existing industrial building
- b. The estimated funding structure above is only a prediction and should be used as a guide when determining whether to submit a competitive application for funding. The Director has the authority to make final funding decisions once competitive applications have been reviewed.
- c. Prior to the selection of an eligible project for recommendation to the State Controlling Board, an eligible applicant will be asked to undergo compliance reviews internally and with the Ohio Department of Taxation (OTAX) and the Ohio Environmental Protection Agency (OEPA) as to the eligible applicant's outstanding issues or liabilities with the Department, OTAX, or OEPA. An eligible applicant is responsible for ensuring there are no significant outstanding OTAX or OEPA issues with the properties comprising the eligible project. Any determination of noncompliance may result in an eligible applicant not being selected for recommendation.
- d. The Director reserves the right to reduce requested grant amounts for non-allowable costs, for cost redundancies, or other cost inefficiencies evident in the application materials.
- e. The Director will select the most qualified eligible projects, based on the review team's scoring, and recommend those projects to the State Controlling Board for approval to receive grant assistance.

- f. The decision of the Director in selecting applications for recommendation is final and not appealable, and subject only to the approval of grant assistance by the State Controlling Board.
 - g. The Department will notify the project contact, by phone and in writing, prior to the public announcements for projects that are selected to receive JRS grant assistance. Projects not selected for JRS grant assistance will be notified in writing prior to the public announcements.
10. Communication with the Department
- a. During the competitive application period, any communication from external parties including but not limited to applicants, consultants, and other representatives of applicants regarding the application form, application status, and other related queries shall be made through the “Contact Us” link on the JRS website at the following link: <http://development.ohio.gov/contactus/ContactInfo.aspx?id=31>. The Department will host a “Q & A Log” listing stakeholder questions and the answers provided by the Department.
 - b. Potential Applicants may request JRS staff to conduct a site visit up to the date of the release of the competitive application. Requests must be submitted through the JRS website at the following link: <http://development.ohio.gov/contactus/ContactInfo.aspx?id=31>. Site visits are on a first come-first served basis and shall be scheduled on the basis of the availability of the JRS staff; staff will make every effort to honor each site visit request, but cannot guarantee each applicant will be able to schedule such a visit. Applicants are encouraged to submit schedule requests as early as possible in the process.
 - c. The internal review process is a closed competitive process. Any submitted pre-applications, competitive application, evaluation materials, and/or results will not be made available to the public until after grant award decisions are finalized. Review meetings are not open to the public.

V. Grant Agreement

1. Approved eligible applicants must enter into a grant agreement (See Appendix D for draft grant agreement) with the Department to receive assistance under the JRS Program. The term of the agreement will be for a period not to exceed 10 years from the date the grant award was approved by the State Controlling Board.
2. Each grantee is responsible for entering into and managing all agreements as required under the JRS Program or as otherwise necessary to complete the eligible project, including binding agreements with their project partners.

3. In all circumstances, an applicant must clearly demonstrate the appropriate and necessary site control and price agreements are in place prior to the effective date of an agreement for the grant of JRS Program funds and disbursement of grant funds.
4. After the State Controlling Board approves an eligible project for JRS Program assistance, the Department will send the eligible applicant a grant agreement. Within 60 days of the date of sending, the eligible applicant must sign and return three original copies of the grant agreement to the Department. Failure to return the agreements signed within the 60 days may result in the eligible applicant being disqualified from participating in the Program. Once the agreements are properly returned to the Department, the Director, or his or her designee, will sign the agreement and return one original to the grantee.
5. In the event a site is not certified prior to the project completion date in the grant agreement, or for any other failure to meet the terms of the grant agreement, the grantee may be required to refund to the Department all or part of the JRS Program grant funds distributed.

VI. Reimbursement and Reporting

1. Grantees receive grant funds on a reimbursement basis upon submission to, and approval by, the Department of proper invoices, in accordance with the JRS Program Reimbursement Manual (Reimbursement Manual). The terms and conditions of the Reimbursement Manual include the format as required by the Department for submitting reimbursement requests. The Department is the sole judge of the adequacy of submitted reimbursement requests. Based on its review of a reimbursement request, the Department may deny the request, in whole or in part. All requests for reimbursement are subject to audit by the Department and/or the Ohio Auditor of State.
2. Grant funds shall not be reimbursed for any project costs incurred prior to the date of Controlling Board approval.
3. In the event a grant amount is determined to exceed 75 percent of an eligible project's total costs, the Director will prospectively limit future reimbursements under the JRS Program award or seek recovery of grant funds under the terms of the grant agreement to assure this requirement is met.
4. The grantee must submit to the Department an annual progress report during the term of the grant agreement, detailing the progress of the eligible project. This report must be completed and submitted in the format and time period, as determined, by the Department. Late fees may be imposed on annual reports received after the deadline as requested by the Department.
5. For a period not to exceed the first seven years following the date on which the site becomes certified, the grantee must appropriately market and sufficiently maintain the property in its "certified" condition. During this post-certification

period and continuing for the term of the JRS agreement, the grantee must file with the Department an annual report confirming the property's maintained certified condition and its marketing efforts.

VII. Changes to These Guidelines

Pursuant to ORC §122.086, the Director has developed these guidelines setting forth the form and manner in which applications for grant assistance under the program are to be made. The Director reserves the right to amend these guidelines as necessary and without further notice.

VIII. Contact Information

For information regarding the JRS Program, interested parties should contact the Office of Grants and Tax Incentives at (614) 466-2317 or visit the program website at <http://www.development.ohio.gov/edd/obd/jrs>.

Appendix A

	Total Funds Available for Combined Fiscal Years 2010 & 2011 Funding Round: Competitive: \$20 million Discretionary ¹ : \$10 million Total: \$30 million	Note: Each project may only compete in one certification category and intensity level.
	Low-Intensity Site Development (2)²	High-Intensity Site Development (4)³
Description	Typically projects that require minimal or phased infrastructure improvements to industrial and commercial sites.	Typically projects that require modest to significant infrastructure improvements to industrial and commercial sites.
Applicant Eligibility Requirements⁴	<ol style="list-style-type: none"> 1. Applicants include political subdivisions, non-profit economic development organizations, and private, for-profit entities with prior approval from the Director. 2. Certification is not mandatory, but certification is preferred. A site category must be chosen for evaluation purposes. 	<ol style="list-style-type: none"> 1. Applicants include political subdivisions, non-profit economic development organizations, and private, for-profit entities with prior approval from the Director. 2. Certification mandatory.
Project Eligibility Requirements/ Characteristics	<ol style="list-style-type: none"> 1. Must be commercial or industrial areas, zoning preferred. 2. Scoring preference given to Appalachia, Distressed, and WARN Notification counties (see map at http://development.ohio.gov/edd/obd/jrs/). 	<ol style="list-style-type: none"> 1. Must be commercial or industrial areas, zoning preferred.
Grant Cap	\$750,000	\$3,500,000

¹ All discretionary projects are encouraged to apply through the competitive application process, regardless all request must be submitted using the competitive application materials available for download from <http://development.ohio.gov/edd/obd/jrs/>.

² Estimated minimum number of projects to be funded by Intensity of Economic Development (e.g. Low- or High-). Estimate based on the assumption full grant amount is awarded.

³ Estimated minimum number of projects to be funded by Intensity of Economic Development (e.g. Low- or High-). Estimate based on the assumption full grant amount is awarded.

⁴ See program guidelines for more details.

Appendix B

JRS Program Utility Standards for Site Certification by Category					
	Water (MGD)	Sanitary Sewer (MGD)	Electric	Gas⁵ (CFH)	Telecom
Mega-Manufacturing (0-1)⁶	1.0	0.75	Adequate delivery voltage and capacity for 12MW demand with reliable service characteristics	600,000	Reliable service via modern infrastructure. Looped Fiber preferred.
Manufacturing (2-4)⁷	0.50	0.30	Adequate delivery voltage and capacity for 6MW demand with reliable service characteristics	300,000	Reliable service via modern infrastructure. Looped Fiber preferred.
Smart Office (0-2)⁸	0.25	0.25	Adequate delivery voltage and capacity and reliable service characteristics	Available	Reliable service via modern infrastructure. Looped Fiber preferred.
Technical Center/ Research Laboratory (2-4)⁹	0.50	0.30	Adequate delivery voltage and capacity and dual feed from separate subs	Available	Reliable service via modern infrastructure. Looped Fiber preferred.
Existing Industrial Building (2-4)¹⁰	0.50	0.30	Adequate delivery voltage and capacity and reliable service characteristics	300,000 CFH	Reliable service via modern infrastructure. Looped Fiber preferred.

⁵ Pipeline to site must have the ability to carry listed capacity from the transmission line with excess capacity. Tapping of the transmission line is not required, but plans must be in place so that no more than ninety (90) days are required to tap the line once an end user is found for the site.

⁶ Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

⁷ Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

⁸ Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

⁹ Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

¹⁰ Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

Appendix C

Sample Notification Letter

[Date]

Ms. Sheena Metzger
Administrator
Ohio Job Ready Site Program
77 South High Street, 28th Floor
P.O. Box 1001
Columbus, OH 43216-1001

RE: Submission of Job Ready Sites Program Application to DPWIC

Dear Ms. Metzger:

[Applicant Name] submitted the following Job Ready Sites application to the District [DPWIC Number] Public Works Integrating Committee on [Date JRS Application Sent].

[Project Name]
[City/Township/County]
[Grant Amount Requested]

If you have any questions regarding this letter, please contact me at [Primary Contact's Phone Number] or [Primary Contact's E-mail].

Sincerely,

[Primary Contact's Name]
[Primary Contact's Title]

Appendix D

GRANT AGREEMENT

Grantee:		Grant Control No.:	ECDD 10-____		
Address:					
City:		State:		Zip:	
Project Site:					
Project City:		Effective Date:			
Project County:		Project Completion Date:			
Project Manager					
Name:		Title:			
Address:					
City:		State:		Zip:	
Phone:		Fax:		E-Mail:	
Grant Funds					
Program		Authority			Amount
Job Ready Site		Ohio Revised Code Sections 122.085 through 122.0820			\$____.00
	Competitive	Controlling Board	No.:	DEV-	Date :
	Discretionary				

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development ("Grantor")** and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake and complete various improvements as further described by Grantee in its Job Ready Site Program Application (the "**Application**") at the site identified above] (the "**Project**"). This Agreement incorporates by reference the "Scope of Work," which is attached as Exhibit I.

1. Project Funding.

(a) State Grant. Grantor hereby grants to Grantee funds in the maximum aggregate amount of _____ Dollars (\$____.00) (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. Notwithstanding such grant, the amount of Grant Funds payable from the Job Ready Site program shall not exceed ____ percent (___%) of the total allowable costs of the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse allowable costs of the Project unless and until Grantee obtains the additional funds necessary to pay the balance of the

Project costs.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a reimbursement basis in accordance with this Agreement and the Job Ready Site Program Reimbursement Manual (the “Reimbursement Manual”). The provisions of the Reimbursement Manual, as it may be amended and in effect from time to time, are incorporated by this reference into this Agreement. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I, subject to the allowance provided in the following sentence. Grantee shall have discretion to reallocate an amount not greater than ten percent (10%) of the Job Ready Site Grant Funds among budget line items otherwise funded in whole or in part with Job Ready Site Grant Funds, and any such reallocation shall be considered by Grantor to be consistent with the Project budget. Grantee shall not seek reimbursement of travel expenses or administrative costs. Administrative costs for which reimbursement is prohibited by Ohio Revised Code Section 122.085(A) include, without limitation, costs to prepare applications, costs to prepare reimbursement requests and any reporting required by this Agreement, construction administration, and other administrative costs and fees incurred by Grantor. Notwithstanding the restriction on travel expense reimbursement, Grantor may allow reimbursement for mileage paid by Grantee to a Project contractor pursuant to the terms of the contractor’s agreement at the rate for mileage provided in the State’s Travel Expense Reimbursement rules, Ohio Administrative Code § 126-1-02. Grantee may submit not more than one (1) reimbursement request to Grantor within any thirty- (30-) day period, and each reimbursement request must be for a minimum amount not less than \$20,000. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantor may request, and Grantee shall submit to Grantor, such additional documentation as may be necessary or useful to substantiate a reimbursement request.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the allowable costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor. In the event that the Project is not completed in accordance with the Scope of Work by the Project Completion Date (as such date may be extended as provided in Section 4(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. Unless it is terminated earlier as provided in Section [10], this Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the date which is the earlier of (i) seven (7) years after the Project Completion Date or (ii) the date after the Project Completion Date on which at least eighty-five percent of the real property comprising the Project Site has been sold, leased or otherwise put to use for the purposes of the Job Ready Site Program (the “**Expiration**”).

Date”). The period of time from the Effective Date through the Expiration Date may be referred to as the “**Term**” of this Agreement. Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

5. Site Certification and Use Controls. Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of developing sites readily available to attract business opportunities for the State of Ohio. Accordingly, Grantee’s obligations to obtain development certifications and end use controls are essential terms of this Agreement.

(a) Project Site Certification. Grantee shall obtain certification of the Project Site as a marketable development site not later than sixty (60) days after the Project Completion Date. The process for obtaining site certification shall be as set forth in the Job Ready Site Program Guidelines in effect on the Effective Date. Subject to the sale or lease of all or part of the Project Site for Program purposes, Grantee shall keep the Project Site (or any part of it not then sold or leased) in a condition that continues to satisfy certification standards and available for the Program purposes for which it was certified at least during the Term of this Agreement.. During the Term of the Agreement, Grantee shall use its best efforts to market the Project Site actively to identify prospective end users consistent with the Program purposes for which it was certified.

(b) End Use Controls. Grantee represents and warrants to Grantor that, as of the date of this Agreement, end-use site control mechanisms are in effect to limit the use of the real property comprising the Project to commercial or industrial uses or that, with the exercise of its reasonable diligence, Grantee shall have in effect such end-use site control mechanisms prior to Grantee’s first request for disbursement of Grant Funds. Grantee’s end use control mechanisms must include a provision that not more than forty percent (40%) of the Project Site can be used for educational, retail, residential, or governmental uses. The end use control mechanism required by this Agreement shall continue in effect at least during the Term of this Agreement. End use control mechanisms may include, without limitation, zoning ordinances, recorded deed restrictions, restrictive covenants, or options to purchase which set forth legally enforceable restrictions on use of the property consistent with the purposes of the Program.

(c) Relocation Restriction. Grantee acknowledges that the Job Ready Site Program is intended to attract business and industry new to the State of Ohio and not to subsidize the relocation of jobs from one area of the State to another. Accordingly, Grantee shall not sell or lease, directly or indirectly, all or any portion of the Project Site for any purpose which results in the relocation of jobs from elsewhere in the State unless Grantee notifies communities from which jobs may be relocated at least 45 days in advance of the closing of the potential sale or lease transaction (or otherwise confirms that the affected communities have been so notified) and obtains a relocation waiver from Grantor. Grantor may request such information regarding the circumstances of the proposed relocation as Grantor determines necessary or useful, and Grantor may give or withhold the relocation waiver in its discretion.

(d) Notice of Change. Grantee certifies to Grantor by its signature of this Agreement that there have been no material changes in the Project as described the Application submitted by Grantee and approved by Grantor. Grantee shall not change the Project in any material respect without Grantor’s prior written consent. If Grantee intends to make any material change to the Project, including, without limitation, increasing or decreasing the size of the Project or any transfer of ownership or control of all or any portion of the Project Site, Grantee shall notify Grantor, and Grantor shall have a reasonable time to review any such proposed change.

(e) Remedy. If Grantee fails to obtain marketable development certification of the Project Site, to implement end use control mechanisms as required by this Section or to comply with the relocation restrictions, Grantor may require Grantee to pay to Grantor, as liquidated damages for such breach, an amount equal to the amount of the Grant Funds disbursed to Grantee under this Agreement. Grantor may,

based on Grantor's assessment of market conditions and such mitigating factors regarding the Project Site as Grantor deems relevant, waive all or a portion of the liquidated damages amount. Grantee shall pay any damages claimed within thirty (30) days after written demand by Grantor.

6. Covenants Related to Site Development.

(a) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

(b) Personnel/Contractors. Grantee shall use only qualified personnel and/or contractors to complete the Project. All personnel shall be employees of Grantee or under the direct supervision of the Project Manager or contractors supervised by the Project Manager. Grantee shall comply with all applicable laws governing the selection of contractors under this Agreement. Grantee shall cause the terms and conditions of this Agreement to be binding on any contractor retained by Grantee to perform activities related to the development of the Project. Grantee's delegation of any Project activities to a contract shall not relieve Grantee of legal responsibility for compliance with any requirements of this Agreement.

(c) Procurement. Grantee shall use a competitive procurement process to procure all goods and services for the Project that have an aggregate cost of Twenty-Five Thousand Dollars (\$25,000) or more and for which Grantee may request reimbursement from the Grant Funds. Procurement of goods or services conducted in accordance with the procedures set forth in Chapter 153 of the Ohio Revised Code or any other procurement procedures required or permitted by the Ohio Revised Code to be followed by a municipality, county, or port authority shall be deemed to satisfy the requirements of this paragraph. If Grantee is not required or does not elect to follow procurement procedures set forth in the Ohio Revised Code, Grantee shall procure goods or services using a competitive selection process whereby Grantee solicits and receives at least three (3) bids for the relevant goods or services and enters into an arrangement to purchase such goods or services from the "lowest and best bidder." Grantee represents and warrants to and covenants with Grantor that neither Grantee nor any employee or agent of Grantee, including, without limitation, any contractor hired by Grantee, has solicited, accepted, offered or paid, or will solicit, accept, offer or pay, any kickback in connection with the Project. "Kickback" means any money, fee, commission, credit, gift, gratuity or other thing of value provided, directly or indirectly, to Grantee, any official or employee of Grantee, any agent, contractor or subcontractor of Grantee or any of their respective officers, directors or employees, for the purpose of obtaining or rewarding favorable treatment related to the Project or to any contract or payment for goods or services related to the Project.

(d) Liability Insurance. Grantee shall obtain and maintain, directly or through its agents and/or contractors, comprehensive general liability insurance with a minimum One Million Dollars (\$1,000,000.00) combined single limit, for claims that may arise from any operations and activities undertaken at the Project Site as contemplated by this Agreement. Grantor and the State of Ohio (the "State") shall be named as additional insured parties under such policies, and such insurance coverage shall contain a clause to the effect that coverage may not be canceled, reduced, or restricted without thirty (30) days prior written notice to Grantor. Grantee shall deliver to Grantor a certificate evidencing such insurance. The cost of liability insurance required under this paragraph shall be an allowable cost reimbursable from Grant Funds.

(e) Performance Bonds. For each construction contract with a price or value of work to be performed of more than Twenty-Five Thousand Dollars (\$25,000), Grantee shall obtain and maintain,

directly or through its agents and/or contractors, performance bonds at least equal to the value of the work to be completed by such contractor. The cost of performance bonds required under this paragraph shall be an allowable cost reimbursable from Grant Funds.

7. Reporting.

(a) Completion Notice. Promptly (but in no event more than thirty (30) days) after the Project is completed, whether on or before the Project Completion Date, Grantee shall notify Grantor of completion in writing and request certification of the Project Site (the “**Completion Notice**”). Thereafter, Grantee shall cooperate with Grantor’s third-party reviewer to obtain certification of the Project Site as a marketable development site. Grantee shall provide access to the Project Site and such additional information about the Project Site and its development as the third-party reviewer may request.

(b) Performance Reports. Grantee shall submit to Grantor an Annual Progress Report in the format required by Grantor from time to time (the “**Annual Report**”). Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project. While development work continues at the Project Site, the Annual Report shall describe all work completed per designated funded use(s), beginning and end dates of field work, proposed tasks and objectives for the previous year, and any recent significant events regarding the Project. During the balance of the Term, Annual Reports shall describe marketing efforts undertaken with respect to the Project Site and provide a summary of any substantial site selection activities undertaken by business prospects during the preceding year that considered the Project Site for potential investment. Each Annual Report shall include a certification that any portion of the Project Site not previously sold or leased for Program purposes remains available for the purposes for which it was certified under the Job Ready Site Program. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect, and each Annual Report shall be received by Grantor no later than March 1 following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee’s performance and the effectiveness of the award.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer or official of Grantee authorized to execute legally binding documents on behalf of Grantee shall certify by his or her signature of the Completion Notice and each Annual Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than thirty (30) days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, transfer or lease of any property at the Project Site, and all other information pertaining to Grantee’s performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than

twenty-four (24) hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) **Ethics.** In accordance with Executive Order 2007-01S, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio,

any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code § 2909.33.

(g) Prevailing Wage. Construction of public improvements with public funds is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 to the extent provided in Sections 4115.032 and 122.0818. The Ohio Department of Commerce, Division of Industrial Compliance and Labor, makes all determinations about the application of prevailing wage requirements. Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(h) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Sections 5 and 7 of this Agreement, demand liquidated damages as provided in Sections 5(e) and 7(d), respectively. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising

any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the total expenditure of the Grant Funds by Grantee, the total actual cost of the Project, a written summary of all work completed at the Project Site and the status of the Project at the time of termination, including a summary of any site marketing activities and sales or leases of all or any portion of the Project Site. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(e) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. Indemnification.

(a) Grantee shall indemnify and hold harmless Grantor, the State of Ohio and their officials, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Project. Grantee shall bear all costs associated with the defense of Grantor, the State of Ohio and their officials, employees and agents against any claim for which Grantee may be liable under this Section 11.

(b) If Grantee is a "Subdivision" or "Taxing Unit," as those terms are defined by Ohio Revised Code Section 5705.01, the maximum amount owed by Grantee to Grantor pursuant to paragraph (a) of this Section shall be the amount of Grant Funds received by Grantee. Grantee, if a Subdivision or Taxing Unit, certifies by its signature on this Agreement, that the amount required to meet Grantee's obligation under this indemnification clause has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. Grantee also acknowledges by signing this Agreement that the Grant Funds received under the Agreement are sufficient consideration to support this obligation. Grantee shall also maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person or damage to property (including property of Grantor) caused by the negligent acts or omissions of Grantee, to the extent permitted by law, in connection with activities contemplated by this Agreement. Furthermore, the State and any party to this Agreement that is a Subdivision or Tax Unit agrees to be liable for the negligent acts or negligent omissions of itself, its employees, agents, contractors and subcontractors. Each of such parties further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one such party to the other.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

If to Grantee:

Ohio Department of Development
77 South High Street, 28th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Director, Strategic Business Investment
Division
FAX No.: (614) 644-1789

14. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party. Reallocations among budget line items to the extent permitted by Section 2 of this Agreement shall not be considered amendments that require the written agreement of Grantor, but Grantee shall give written notice of any such reallocation that adjusts any budget line item (upward or downward) by Five Thousand Dollars (\$5000) or more.
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and

shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

**State of Ohio
Department of Development**

Lisa Patt-McDaniel
Interim Director
Ohio Department of Development

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I TO GRANT AGREEMENT

Scope of Work and Project Budget

[Drafting Note: If 629 funds are combined with a JRS grant, the Scope of Work should specifically identify the authorized uses of the 629 funds. Include the following statement – replacing the bracketed text with a brief project-specific description:

The Roadwork Development grant funds may only be used for improvements to public roadway facilities located on, or serving or capable of service, a project site (a “road improvement”). Grantee shall use Grant Funds from the Roadwork Development Grant program for [describe project elements to be funded with 629 grant funds]. Notwithstanding the provisions of Section 2 of the Grant Agreement, Grantee may not modify any budget line in a manner that would move Roadwork Development Grant Funds to fund any project activity that is not part of the road improvement.

In the Project Budget, include separate lines for 629-funded activities or mark budget lines, *e.g.*, asterisk, for which 629 funds may be spent.]