

**ADDENDUM TO THE
TYPE OF DOCUMENT OF
NAME OF COUNTERPARTY
FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES**

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the **OHIO DEPARTMENT OF NATURAL RESOURCES** ("ODNR"), acting through its **NAME OF DIVISION/OFFICE**, agrees to the terms and conditions set forth in the **Type of Document** submitted by **NAME OF COUNTERPARTY** of **Street Address, City, State ZIP** ("Contractor") (attached to this Addendum as **Exhibit A**). Additionally, the Contractor and ODNR agree that the following terms and conditions shall be incorporated into and form a part of the **Type of Document**. This Addendum and the **Type of Document** in combination shall be referred to as the "Agreement."

1. Payment.

- A. The total amount to be paid by ODNR to the Contractor under this Agreement shall in no event exceed the sum of **\$###,###,###.##**.
- B. Payments under this Agreement shall be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or (2) the date equipment, materials, goods, supplies, or services are accepted in accordance with the terms of this Agreement. The date of the warrant issued in payment shall be considered the date payment is made.
- C. Invoices shall be submitted to the office of Financial Shared Services via email to invoices@ohio.gov or by mail to Financial Shared Services, P.O. Box 182880, Columbus, Ohio 43218-2880. Invoices must include all information required by the purchase order to be processed. Incomplete invoices may be returned unprocessed, delaying payment.
- D. Ohio Revised Code ("R.C.") § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.

2. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

3. **Term.** This Agreement shall be effective as of the date on which it is signed by ODNR. Contractor shall complete the deliverables detailed in Exhibit A no later than **Performance Completion Date**. Notwithstanding any renewals, automatic or otherwise, provided in the attached **Type of Document**, this Agreement shall terminate as of, and shall not extend beyond **End Date of Current Biennium**. Upon mutual, written consent and subject to appropriation, the parties may renew this Agreement on the same terms and conditions. Any changes to the terms and conditions, except performance completion and termination dates, may require a separate agreement.

4. **Compliance with Laws.** Contractor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. **Taxes.** ODNR is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODNR does not agree to pay any taxes on commodities, goods, or services acquired from any Contractor.
6. **Contract Provisions.** Contractor acknowledges that ODNR is an administrative department of the State of Ohio and, as such, is subject to Ohio law, including but not limited to R.C. § 9.27. R.C. § 9.27 requires that no State contract for goods or services may contain provisions limiting liability or requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, auto-renewals, or other provisions contrary to Ohio law, and if it does, such provisions are void *ab initio*. Contractor further acknowledges that neither this Agreement nor any subsequent renewal or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to ODNR.
7. **Bonding and Insurance.** The State of Ohio is self-insured. If the work to be performed in accordance with this Agreement is for the construction, repair, or maintenance of a public improvement, before commencing the performance of the work Contractor shall obtain and maintain, from a surety licensed to do business in the State of Ohio, a performance bond in the form set forth in R.C. § 153.57 in an amount equal to or greater than the total payments to be made pursuant to this Agreement. Further, Contractor shall, at a minimum, obtain, pay for, and keep in force commercial general liability and business automobile liability insurance coverages. The insurance coverages shall have a minimum limit of one million dollars (\$1,000,000.00) per occurrence; however, the Chief of the ODNR **Name of Division/Office**, in the Chief's sole discretion, may approve a lower limit or require additional coverage, if reasonable, for the work to be performed and risk to be undertaken. Any insurance policy required hereunder shall include an endorsement naming ODNR and the State of Ohio as additional insureds.
8. **Nondiscrimination; Equal Employment Opportunity.** Contractor agrees that it is in compliance with the requirements of R.C. § 125.111.
9. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Contractor to purchase goods and services from Ohio-certified MBE and EDGE vendors.
10. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
11. **Drug-free Workplace.** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace.
12. **Ohio Ethics Law.** The Contractor certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Contractor understands that failure to

comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

13. **Ohio Election Law.** Contractor affirms that it is compliant with R.C. § 3517.13.
14. **Workers' Compensation.** Contractor shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
15. **Indemnification and Hold Harmless.** Any provisions in the **Type of Document** requiring ODNR to indemnify and/or hold harmless or pay attorney's fees to the Contractor do not meet the requirements of state law and shall be considered stricken.
16. **Findings for Recovery.** Contractor represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation or warranty is deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.
17. **Independent Contractor.** Unless Contractor is a "business entity" as that term is defined in R.C. § 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under this Agreement complete and submit the attached Independent Contractor Acknowledgment to ODNR. Contractor's failure to complete and submit said attachment at the time Contractor executes this Addendum shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. § 145.037. It is further understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
18. **Expenditure of Public Funds for Offshore Services.** Contractor affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Contractor shall perform no services required under this Agreement or locate State data in any way outside of the United States.

Contractor also affirms to have read and understands Executive Order 2022-02D issued by Ohio Governor Mike DeWine. Contractor has signed and completed the Standard Affirmation and Disclosure Form and shall perform no services in Russia, locate State data in Russia in any way, or purchase from or invest in Russian institutions or companies.
19. **Open Trade.** Pursuant to R.C. § 9.76 (B), Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
20. **Qualifications.** Contractor represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.

21. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
23. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
24. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor.
25. **Conflicts.** In the event there is a conflict between the terms and conditions of the **Type of Document** submitted by Contractor and this Addendum, this Addendum is controlling.
26. **Entire Agreement.** The Agreement, including any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto with respect to the subject matter hereof. The terms of this Addendum shall supersede any and all previous agreements and any other terms and conditions, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

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

CONTRACTOR

OHIO DEPARTMENT OF NATURAL RESOURCES

NAME OF COUNTERPARTY

NAME OF DIVISION/OFFICE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____