

County Commissioners Office  
Auglaize County, Ohio  
April 19, 2011

NO. 11-146

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of April, 2011.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
349621	\$ 1,171.54	Perry Corp.
349635	\$ 150.00	Kroger
349644	\$ 560.00	Buckeye Exterminating Inc.
349646	\$ 345.53	Lima-Allen County Paramedics
349652	\$ 120.00	Office of Fiscal Services
349659	\$ 1,774.83	Perfection Group Inc.
349670	\$ 9,448.40	Whitney Stained Glass Studio
349671	\$ 821.60	Whitney Stained Glass Studio
349674	\$ 518.00	CTL Engineering, Inc.
349675	\$101,146.52	Auglaize Co. Job & Family Services
349676	\$ 175.00	Clemens Nelson & Assoc.
349687	\$ 1,275.87	Mercer Co. Commissioners
349692	\$ 420.90	First Communications, LLC
349694	\$ 289.00	Robert Grzybowski
349727	\$ 1,500.00	ISSG, Inc.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
19th day of  
April, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

/cc: County Auditor

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of April, 2011.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

**08 Vision Airport Grant Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 1,406.00	098.0098.530600 (Construction)	098.0098.530601 (Planning)

**County Home Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$15,000.00	097.0097.530600 (Contract Services)	097.0097.530900 (Other Expenses)

**Real Estate Assessment Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$10,000.00	014.0012.530401 (Hardware Maint.)	014.0012.530604 (Contract Services)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
19th day of  
April, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

- ✓ cc: County Auditor
- ✓ County Administrator
- ✓ Auglaize Acres – Kim Sudhoff

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT WITH AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND THE OHIO DEPARTMENT OF JOB & FAMILY SERVICES.

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of April, 2011.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Ohio Department of Job & Family Services has created the Work Experience Program which is to provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The main goal of the program is to move participants to self-sufficiency through employment. The Auglaize County Job and Family Services has agreed that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall become effective on September 1, 2010 and will expire on August 31, 2015.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Work Experience Program Agreement negotiated with the Ohio Department of Job & Family Services.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
19th day of  
April, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman  
Douglas A. Spencer . y  
Douglas A. Spencer  
Don Regula . yes  
Don Regula

✓cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF RATIFYING THE EXECUTION OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of April, 2011.

Commissioner Regula the adoption of the following:

**RESOLUTION**

**WHEREAS**, grants for federal human services funding have been awarded to the State of Ohio by the United States Department of Health and Human Services and the United States Department of Agriculture; and,

**WHEREAS**, it is a requirement that the Board of County Commissioners enter into a subgrant agreement with the Ohio Department of Job and Family Services (ODJFS) for the benefit of Auglaize County Department of Job and Family Services; and,

**WHEREAS**, in order for counties to continue to receive human services funding through the state, and continue to provide the vital services needed by Ohio's most vulnerable population, the counties must sign these subgrant agreements; and,

**WHEREAS**, the subgrant agreement includes language to help ensure counties remain in compliance with federal and state law, such as provisions that require ODJFS to provide technical assistance, training and monitoring to counties; and,

**WHEREAS**, the effective dates of this Subgrant Agreement is from July 1, 2011 through June 30, 2013.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby agree to and does ratify the execution of the ODJFS subgrant agreement.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
19th day of  
April, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: County Department of Job & Family Services –  
Michael Morrow

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**G-1213-11-0011**

**RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Auglaize County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Sections 307.98 and 5101.21, Revised Code.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of a "pass-through entity" and a "subrecipient" as those terms are used in OMB Circular A-133, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Auglaize County for the operation of the Auglaize county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in Section 329.04, Revised Code, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

**DEFINITIONS:**

- A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in Section 307.981, Revised Code.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141, Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight;
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to any money used by the county to match state or federal funds; and
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any OMB circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in Section 5101.21 (A) (1), Revised Code.
- F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in Section 5101.21 (A) (6), Revised Code.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES**

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Auglaize CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Auglaize and of the Auglaize CDJFS/CSEA/PCSA.

**ARTICLE II. STATUTORY AUTHORITY OF ODJFS**

As a pass-through entity under OMB Circular A-133, ODJFS may:

- A. Provide financial assistance to the SUBGRANTEE in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the SUBGRANTEE subject to Section 5101.23, Revised Code.
- C. Monitor the SUBGRANTEE to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this agreement.
- E. Provide technical assistance and training to assist the SUBGRANTEE in complying with its obligations under state and federal law and this agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the SUBGRANTEE will be taken in accordance with Section 5101.24, Revised Code, unless another section provides authority for a different action. If ODJFS takes an action authorized by Section 5101.24, Revised Code, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with Section 5101.24, Revised Code, except as provided by Section 5101.24(E)

**ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE**

As a subrecipient of the state of Ohio under OMB Circular A-133, SUBGRANTEE must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the SUBGRANTEE is responsible for, pursuant to action the department takes under division (C) of Section 5101.24, Revised Code, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse to ODJFS the amounts of any cash overdrafts or excessive cash draws paid to SUBGRANTEE by ODJFS.

- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where SUBGRANTEE identifies reimbursements or other payments due to ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due ODJFS and notifies SUBGRANTEE, payment shall be made in the manner specified by ODJFS.
- G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE. SUBGRANTEE must also ensure that any matching funds, regardless of their source, that SUBGRANTEE manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

#### ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2011, through June 30, 2013, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07, Revised Code, that there is a balance in the appropriation not already allocated to pay current obligations.

#### ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2012 and 2013 and grant specific terms and conditions such as, but not limited to, the applicable period of availability, will be provided to SUBGRANTEE in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify SUBGRANTEE of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 74 and 92, 7 CFR 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. SUBGRANTEE agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due

under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, SUBGRANTEE must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.

E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-102, 2 CFR 225 (A-87), and A-133, as well as 45 CFR 92, 7 CFR 3016, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:

1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20 and 7 CFR 3019.21, including, but not limited to:
  - a. Fiscal and accounting procedures;
  - b. Accounting records;
  - c. Internal control over cash, real and personal property, and other assets;
  - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
  - e. Source documentation; and
  - f. Cash management.
2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23 and 7 CFR 3016.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24 and 7 CFR 3016.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under Section 5101.16, Revised Code, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program Income: Program income must be used as specified in 45 CFR 92.25 and 7 CFR 3016.25.
5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31 and 7 CFR 3016.31.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32 and 7 CFR 3016.32.
7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33 and 7 CFR 3016.33.

- F. SUBGRANTEE expressly certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

#### ARTICLE VI. AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133. Subject to the threshold requirements of 45 CFR 92.26, 7 CFR 3016.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, §\_500 that covers funds received under this agreement. Costs of such audits are allowable as provided in OMB Circular A-133, Subpart E, §\_230. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37<sup>nd</sup> Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE must take prompt action to correct problems identified in an audit.

#### ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
  2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
  3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to Section 5101.24, Revised Code, 45 CFR 92.43, and 7 CFR 3016.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;
  2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;
  4. Withhold further awards for the Subgrant activity; or
  5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;

1. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
  2. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
  3. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

#### ARTICLE VIII. NOTICES

- A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

#### C. **Subgrants**

1. Any subgrants made by SUBGRANTEE to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and 7 CFR 3016.37 and will impose the requirements of 45 CFR 92, 7 CFR 3016, 45 CFR 74, and 7 CFR 3019, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of Section 5101.21, Revised Code.

2. **Debarment and Suspension:** As provided in 45 CFR 92.35 and 7 CFR 3016.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, SUBGRANTEE must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 7 CFR 3016.36, 45 CFR 74.40 through 45 CFR 74.48, and 7 CFR 3019.40 through 7 CFR 3019.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 92.40, 7 CFR 3016.40, and OAC 5101:9-1-88. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.
5. **Duties as Pass-through Entity:** SUBGRANTEE must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

#### ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of Section 5101.21, Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

Signature Page Follows

Rest of Page Intentionally Left Blank

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-1213-11-0011

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Auglaize County CDJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

*Mike Pomeroy* 4-14-11  
CDJFS Director Date

\_\_\_\_\_  
Michael B. Colbert, Director

*Mike Pomeroy* 4-14-11  
PCSA Director Date

\_\_\_\_\_  
Date

*Mike Pomeroy* 4-14-11  
CSEA Director Date

*John W. Singman* April 19, 2011  
County Commissioner Date

*Douglas K. Smith* 4/19/11  
County Commissioner Date

*Don Regula* 4-19-2011  
County Commissioner Date

**IN THE MATTER OF GRANTING AN ANNEXATION OF 0.583 ACRES, MORE OR LESS, TO THE VILLAGE OF MINSTER FROM JACKSON TOWNSHIP; PETITIONED BY KAY SCHMIESING; FILED BY KEITH M. SCHNELLE, AGENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of April, 2011.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on April 15, 2011, a petition for annexation of a total of 0.583 acres, more or less, was filed as an Expedited Type 1, with the office of the Board of County Commissioners by Keith M. Schnelle, named as Agent for petitioner Kay Schmiesing; and,

**WHEREAS**, the requirements for the filing of said petition were all met by Agent Schnelle, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of Minster and Jackson Township as provided for in ORC 709.192.

and,

**WHEREAS**, the petitioner requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

**WHEREAS**, the Board determined that this annexation is in order, meeting all criteria.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 0.583 acres, more or less, to the Village of Minster as petitioned by Kay Schmiesing pursuant to ORC Section 709.022.

Commissioner Spencer seconded the Resolution and upon the roll being called, the Vote resulted in the adoption of the Resolution as follows:

Adopted this  
19th day of  
April, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

- cc: ✓County Auditor
- ✓County Engineer
- ✓Keith M. Schnelle, Agent
- ✓Jackson Township Trustees
- ✓Village of Minster

APR 11 2011

**Petition for Annexation  
(R.C. 709.022)**

**To: Board of County Commissioners of Auglaize County, Ohio**

The undersigned petitioner, Kay Schmiesing (the "Petitioner"), being the sole owner of certain real estate proposed for annexation consisting of 0.583 acres, more or less, (the "Territory") hereby petitions to annex the Territory to the Village of Minster, Auglaize County, Ohio, (the "Village") and from the Township of Jackson (the "Township").

The Territory proposed for annexation is adjacent and contiguous with the Village of Minster and part of permanent parcel number E14-027-042-00.

An accurate map or plat of the Territory proposed for annexation is attached to and made a part of this petition as Exhibit A.

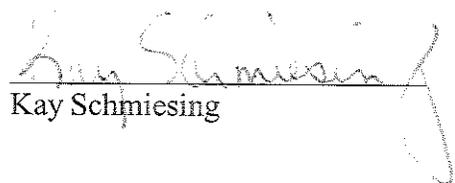
An accurate legal description of the perimeter of the Territory proposed for annexation is attached to and made a part of this petition as Exhibit B.

An executed annexation agreement entered into and between the Village of Minster, the municipal corporation to which the annexation of the Territory is proposed, and the Township of Jackson, Auglaize County, Ohio, is attached to and made a part of this petition as Exhibit C.

Keith M. Schnelle, Esq., Post Office Box 499, Sidney, OH 45365-0499, is appointed agent for the Petitioner as required by RC §709.02, with full power to amend, increase or decrease the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition, without further expressed consent of the Petitioner.

Please take notice that, simultaneously with the filing of this petition, Keith M. Schnelle is also filing a list of all tracts, lots, or parcels in the Territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that Territory, as required by RC §709.02.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE IS ALSO NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.**

  
Kay Schmiesing



## EXHIBIT B

Being located in the Northeast Quarter of Section 27, Town 7 South, Range 4 East, Jackson Township, Auglaize County, Ohio, and being more fully described as follows:

Commencing for reference at an iron pin found in a monument box found at the intersection of State Route 66 and State Route 119 and the Northeast corner of the Northeast corner of Section 27;

Thence, with the centerline of State Route 119 and the North line of the Northeast Quarter of Section 27, North  $89^{\circ} 07' 35''$  West, 1035.08 feet to a mag nail set, said mag nail marking the true point of beginning of the tract herein described;

Thence, with west line of a 0.62 acre tract of land owned by R. & J. Weaver as recorded in Official Record 225, Page 3, South  $00^{\circ} 49' 10''$  West, 175.25 feet to an iron pin set, passing for reference at 30.00 feet an iron pin set at the south right of way line of State Route 119;

Thence, with a new division line, North  $89^{\circ} 07' 35''$  West, 144.95 feet to an iron pin set;

Thence, with a new division line, North  $00^{\circ} 49' 10''$  East, 175.25 feet to a mag nail set, passing for reference at 145.25 feet an iron pin set in the South right of way line of State Route 119;

Thence with the centerline of State Route 119 and the North line of the Northeast Quarter of Section 27, South  $89^{\circ} 07' 35''$  East, 144.95 feet to the true point of beginning. Containing 0.583 acres, more or less, of which 0.100 acres lie within the right of way of State Route 119.

Parcel Number: E14-027-042-00

**ATTACHMENT TO PETITION FOR ANNEXATION  
KAY SCHMIESING TO VILLAGE OF MINSTER**

LIST OF TRACTS IN TERRITORY PROPOSED FOR ANNEXATION

<u>Owner</u>	<u>Address</u>	<u>Permanent Parcel Number</u>
Kay Schmiesing	3824 State Route 119 Minster, OH 45865	E14-027-042-00

LIST OF TRACTS ADJACENT TO  
TERRITORY PROPOSED FOR ANNEXATION

<u>Owner</u>	<u>Address</u>	<u>Permanent Parcel Number</u>
Barbara A. Bollheimer	3795 State Route 119 Minster, OH 45865	E15-221-012-00
Eunice M. Ernst	68 Northcrest Drive Minster, OH 45865	E15-037-069-00
Gregory J. and Laura A. Heitkamp	88 Northcrest Drive Minster, OH 45865	E15-037-066-00
Harold and Diane Riethman (Trustees)	03785 State Route 119 Minster, OH 45865	E14-022-024-01
Jeffrey R. & Donna M. Roetgerman	100 Northcrest Drive Minster, OH 45865	E15-037-065-00
Donna A. Schubert	03730 State Route 119 Minster, OH 45865	E14-027-043-00
Larry R. Spieles (Trustee) Post Office Box 112	Post Office Box 112 Minster, OH 45865	E15-221-001-00
Robert and Jeanette Weaver (Trustees)	03838 State Route 119 Minster, OH 45865	E14-027-045-00

ANNEXATION AGREEMENT  
(Expedited Type One Annexation)

VILLAGE OF MINSTER

This Agreement is entered into this 1 day of March of 2011, between the Village of Minster, Ohio (the "Village") and the Board of Township Trustees of Jackson Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, The Kay Schmiesing (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desire to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolutions duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.

2. Township Consent. The Township consents to the annexation of the Property into the Village.

3. The Property. The real property subject to this Agreement shall consist of 0.583 acres located in Jackson Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.

4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.

5. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. Such provisions shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

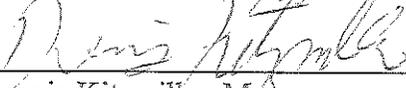
6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C. § 709.192. All prior agreements between the parties, either written or oral are superseded by this Agreement.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

VILLAGE OF MINSTER, OHIO

By:   
Dennis Kitzmiller, Mayor

Attest:

  
John Stechsulte, Clerk

BOARD OF TOWNSHIP TRUSTEES  
OF JACKSON TOWNSHIP, AUGLAIZE  
COUNTY, OHIO

By:   
James Albers, Trustee

By:   
Ken Sommer, Trustee

By: \_\_\_\_\_  
Carl Albers, Trustee

APPROVED AS TO LEGAL FORM:

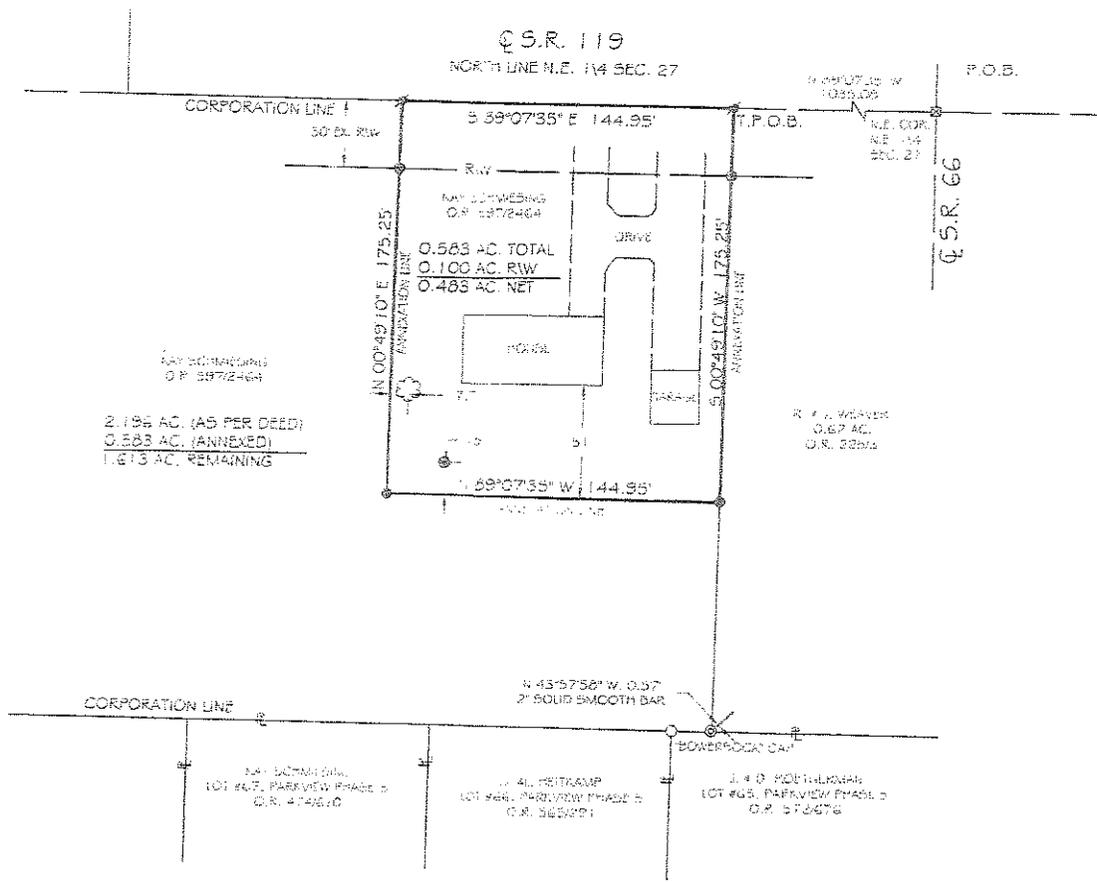
By:   
James Hearn  
Solicitor, Village of Minster, Ohio

EXHIBIT A

Accurate Map or Plat of the Territory Sought to be Annexed

# ANNEXATION OF TERRITORY TO THE VILLAGE OF MINSTER, OHIO

N.E. 1/4 SEC. 27, T 7S, R 4E  
JACKSON TWP., AUGLAIZE COUNTY, OH



CHRISTOPHER S. HARRISON, P.E. & S.U.C.

**SURVEY NOTE**  
 HEREBY STATE THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF OHIO AND THE SURVEYING BOARD OF OHIO. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF OHIO AND THE SURVEYING BOARD OF OHIO.

## EXHIBIT B

### Legal Description

Being located in the northeast quarter of Section 27, Town 7 South, Range 4 East, Jackson Township, Auglaize County, Ohio and being more fully described as follows:

Commencing for reference at an iron pin found in a monument box found at the intersection of State Route 66 and State Route 119 and the northeast corner of the northeast corner of Section 27;

Thence, with the centerline of State Route 119 and the north line of the Northeast Quarter of Section 27, North  $89^{\circ}07'35''$  West, 1035.08 feet to a mag nail set, said mag nail marking the true point of beginning of the tract herein described;

Thence, with west line of a 0.62 acre tract of land owned by R. & J. Weaver as recorded in official record 225 Page 3, South  $00^{\circ}49'10''$  West, 175.25 feet to an iron pin set, passing for reference at 30.00 feet an iron pin set at the south right of way line of State Route 119;

Thence, with a new division line, North  $89^{\circ}07'35''$  West, 144.95 feet to an iron pin set;

Thence, with a new division line, North  $00^{\circ}49'10''$  East, 175.25 feet to a mag nail set, passing for reference 1 135.25 feet an iron pin set in the south right of way of State Route 119;

Thence, with the centerline of State Route 119 and the north line of the northeast quarter of Section 27, South  $89^{\circ}07'35''$  East, 144.95 feet to the true point of beginning, containing 0.583 acres more or less ort which 0.100 lie within the right of way of State Route 119.