

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2015.

Commissioner Bergman 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>
396188	\$2,423.00	SMS
396193	\$4,324.93	Wellfount Pharmacy
396228	\$2,018.50	OVIS
396231	\$738.81	Schindler Elevator

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

Adopted this  
23rd day of  
July, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

✓ cc: County Auditor

**IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR SMART OHIO PILOT FUNDING.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, Common Pleas Judge Peple, presented to the Board of County Commissioners a Ohio Department of Rehabilitation and Correction Subside Grant agreement for Smart Ohio Pilot Funding, which awards the sum not to exceed \$400,000.00 in six installments for the term beginning with the effective date of this Agreement and ending December 31, 2016; and,

WHEREAS, the installments will be paid in the following manner:  
FY16 – Four payments of \$70,000 for a total of \$280,000;  
FY17 – Two payments of \$60,000 for a total of \$120,000; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the Ohio Department of Rehabilitation and Correction Subsidy for the Smart Ohio Pilot Funding; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said grant agreement by the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this  
23rd day of  
July, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

✓ cc: Common Pleas Judge – Fred Peple  
/ Sheriff – Allen Solomon

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
SMART OHIO PILOT FUNDING**

**THIS GRANT AGREEMENT** (hereinafter referred to as Agreement) pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code (RC) is made and entered into effective this 23<sup>rd</sup> day of July, 2015 by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Auglaize County, Ohio (hereinafter referred to as Grantee), 201 Willipie Street, Room 107, Wapakoneta, Ohio 45895.

WHEREAS, the Grantee has submitted a Statement of Interest in response to Grantor's Request for Qualifications which makes funds available through the SMART Ohio Pilot Funding Grant, and

WHEREAS, the Grantor is authorized, pursuant to section 5149.30 et seq. of the Ohio Revised Code, to determine and award grant funds to assist local governments in community-based law enforcement services.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

1. **Treatment Services Model:** The Grantor awards to the Grantee the sum of **\$400,000**, to be paid in five equal installments for the term beginning with the effective date of this Agreement and ending December 31, 2016 subject to the terms and conditions of this Agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this Agreement extend beyond September 30, 2017. Total expenditures for the grant period from July 1, 2015 to December 31, 2016 will not in any case exceed **\$400,000**. The installments will be paid in the following manner:

FY16 – Four payments of \$70,000 for a total of \$280,000.

FY17 – Two payments of \$60,000 for a total of \$120,000.

2. The amount specified in paragraph 1 of this Agreement is subject to appropriation by the Ohio General Assembly of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2016 and 2017. The parties agree that the Grantor may modify the amount in paragraph 1 if such appropriation is less than such proposed amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor within its discretion.

3. During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantor's Statement of Interest (hereinafter referred to as Program Services) in response to Grantor's Request for Qualifications which are attached hereto and incorporated herein, in order to obtain funds available through the SMART Ohio Pilot Funding Grant. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such

change or reduction is approved, the Grantor may make appropriate changes in funding under this Agreement.

4. In the event that the Grantee wishes to terminate this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event, in compliance with rule 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor any funds paid to the Grantee which represents funding for Program Services not yet rendered as determined by a financial audit completed by the Grantor.

5. The Grantor's Bureau of Community Sanctions shall monitor grant activities during the grant period. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. Should this fail, the Grantee can appeal to the Grantor's Managing Director of Courts and Community for final resolution.

6. The Grantor will make payments by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the total Grant award has been expended.

7. None of the persons who will staff and manage the Program Services, including those who are receiving some or all of their salaries out of these Grant funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

8. The Grantee will make a reasonable effort to supplement the Grant funding under this Agreement to further support the Program Services. Consequently, the Grantee will comply with RC 5149.33 which states:

No municipal corporation, county, or group of counties receiving a subsidy under division (A)(1) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multicounty, municipal, municipal-county, or multicounty-municipal jail or workhouse, for any county or municipal probation department, or for any community corrections program. Each subsidy shall be used to make corrections expenditures in excess of those being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the department of rehabilitation and correction may discontinue subsidy payments to the recipient.

9. **Program Evaluation:** The Grantee shall prepare and submit pursuant to the Grantor's instructions, the following reports:

- A. Progress Reports comprised of statistical data and other information. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- B. Financial reports submitted on a quarterly basis, 15 calendar days after the end of each quarter, as listed below:
  - a. 1<sup>st</sup> quarter report due October 15, 2015.
  - b. 2<sup>nd</sup> quarter report due January 15, 2016.
  - c. 3<sup>rd</sup> quarter report due April 15, 2016.
  - d. 4<sup>th</sup> quarter report due on July 15, 2016.
  - e. 5<sup>th</sup> quarter report (1<sup>st</sup> FY17 quarter) due on October 15, 2016
  - f. 6<sup>th</sup> quarter report (2<sup>nd</sup> FY17quarter) due on January 15, 2017.
- C. A final fiscal report submitted on October 31, 2017 or within 45 days from the date all grant funds have been expended, whichever date occurs first.

Failure to comply with any of these report requirements may result in the withholding of payments under this Agreement until such time as Grantee so complies. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

10. **Compliance:** All expenditures made by the Grantee with funds received through this Agreement shall be governed by laws of the State of Ohio. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 (Community Based Corrections Program) of the Ohio Administrative Code which are applicable under this Agreement may be cause for the Grantor to terminate this Agreement or further funding under this Agreement. Furthermore, the sum in paragraph 1 of this Agreement may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Statement of Interest; or
- B. There is a financial or audit disclosure involving misuse of Grant funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce said sum shall be given in writing to the Grantee no later than sixty (60) days prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a request for reconsideration to the Grantor's Managing Director of Court and Community.

11. **Conflicts of Interest and Ethics Compliance.** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct

or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

12. **Certification of Funds.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.

13. **Compliance with Laws.** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

14. **Drug Free Workplace.** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

15. **Campaign Contributions.** Grantee hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

16. **Entire Agreement or Waiver.** This Agreement 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.

A. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

B. 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.

17. **Notices.** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

18. **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.

19. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

20. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance there under.

21. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

22. **Finding for Recovery.** Grantee warrants that it is not subject to an “unresolved” under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

23. **Execution.** This Agreement is not binding upon Grantor unless executed in full.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

\_\_\_\_\_  
Christopher Galli Date  
ODRC Chief, Bureau of Community Sanctions

\_\_\_\_\_  
Cynthia Mausser Date  
ODRC Managing Director of Court and Community

**FOR THE GRANTEE:**

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this Agreement and has designated the undersigned to sign on behalf of the Board.

*David A. Sanchez* 7-23-15  
County Commissioner Date

*Don Regula* 7-23-15  
County Commissioner Date

*John N. Bergman* 7-23-15  
County Commissioner Date

County Commissioners' Office  
Auglaize County, Ohio  
July 23, 2015

No. 15-315

**IN THE MATTER OF AUTHORIZING A CHANGE ORDER #1 FOR HOUSING REHABILITATION FOR MARY DULL UNDER THE C.H.I.P. PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 23rd day of July, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners did receive a grant through the State of Ohio's Comprehensive Housing Improvement Program for the rehabilitation of housing units within the County; and,

**WHEREAS**, in Resolution #15-275, dated June 16, 2015, the Board approved rehabilitation to the property of Mary Dull at a cost of \$5,659.00; and,

**WHEREAS**, Poggemeyer Design Group Inc. has advised the Board of the need for a change order #1 in the amount of \$400.00; said change order is for the installation of additional roof sheathing; and,

**WHEREAS**, this change order will alter the new cost to \$6,059.00.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the above noted change order for housing rehabilitation work for the Mary Dull property.

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

Adopted this  
23rd day of  
July, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, ye  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

✓ cc: Gayle Flaczynski – Poggemeyer Design Group  
Esther Leffel – BOCC Clerk

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**County Home Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 9,000.00	097.0097.530600 (Contract Services)	097.0097.530700 (Travel)
\$ 6,000.00	097.0097.530600 (Contract Services)	097.0097.530400 (Equipment)

**Solid Waste Management Fund:**

<b>Amount</b>	<b>From:</b>	<b>To:</b>
\$ 4,766.34	004.0004.536400 (Workers Comp)	004.0004.530600 (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 Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
July, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

- cc:  County Auditor
- Auglaize Acres – Kim Sudhoff
- County Administrator
- Solid Waste – Scott Cisco

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested by EMA Coordinator Troy Anderseon to increase the Annual Appropriation with moneys that were certified and unappropriated; and,

**WHEREAS**, the County-Wide Emergency Management Cooperative Fund:

**Increase 090.0090.530600 (Contract Services) by \$23,000.00.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2015 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this  
23rd day of  
July, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

- cc: ✓ County Auditor
- ✓ EMA – Troy Anderson
- ✓ County Administrator