

IN THE MATTER OF ACCEPTING THE RESIGNATION FROM AN EMPLOYEE AS THE SOCIAL WORKER 2 POSITION OF THE JOB AND FAMILY SERVICES DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners received correspondence from Job and Family Services Department Director that an employee, Natasha Moon, is resigning from her position as the Social Worker 2 position effective April 25, 2025. She also thanked the Job and Family Services Department for the opportunity.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby accept the resignation of the Job and Family Services Department employee as the Social Worker 2 Position effective April 25, 2025.

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

Adopted this
17th day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

ABSENT,
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: Job & Family Services
-Natasha Moon
Auditor

County Commissioners Office
Auglaize County, Ohio
April 17, 2025

NO. #25-234

IN THE MATTER OF AUTHORIZING ANDY KUCK, LESSEE OF COUNTY OWNED FARMLAND PARCEL #2, TO SUBLEASE SAID TRACT-12 TO BAMBAUER EQUIPMENT, TRACT-11116, TRACT-1162, TRACT-1169, TRACT-1384, TRACT - 12253, TRACT-12254, TRACT-12283, TRACT-12284, AND TRACT-13389 TO STEVE KUCK 50% INTEREST AND TRACT-14380 TO CHRIS HENSCHEN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on February 4, 2025, Resolution #25-067, the Board of County Commissioners awarded the bid for the leasing of county owned farmland for parcel #2 consisting of approximately 104.04 acres to Andy Kuck until October 31, 2027; and,

WHEREAS, Mr. Kuck has submitted the following letter of request:
April 11, 2025

To: Auglaize County Commissioners
From: Andy Kuck

I would like permission to sublease the following tracts as follows:

Tract-12 – 1.08 acres to Bambauer Equipment (Doug and Scott Bambauer)

Tract-11116 – 5.50 acres to Steve Kuck – 50%
Tract-1162 – 25.33 acres to Steve Kuck – 50%
Tract-1169 – 28.22 acres to Steve Kuck – 50%
Tract-1384 – 5.01 acres to Steve Kuck – 50%
Tract 12253 – 9.67 acres to Steve Kuck – 50%
Tract 12254 – 2.32 acres to Steve Kuck - 50%
Tract 12283 – 2.15 acres to Steve Kuck – 50%
Tract 12284 – 16.60 acres to Steve Kuck – 50%
Tract-13389 – 4.73 acres to Steve Kuck – 50%

Tract-14380 – 3.43 acres to Chris Henschen.

Thank you.

Sincerely,
Andy Kuck

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the request of Andy Kuck to sub-lease County owned tracts as mentioned above to Bambauer Equipment (Doug & Scott Bambauer), Steve Kuck 50% interest and Chris Henschen and does authorize Mr. Kuck to enter into said sub-lease; and,

BE IT FURTHER RESOLVED that Andy Kuck will be billed by the County for payment of the following tracts for the initial lease as awarded on February 4, 2025.

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

Adopted this
17th day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT,
John N. Bergman

Chris A. Spencer, yes
Douglas A. Spencer

cc: ✓Steve Kuck
✓Doug & Scott Bambauer
✓Chris Henschen

IN THE MATTER OF RATIFYING THE EXECUTION OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS), THE OHIO DEPARTMENT OF MEDICAID (ODM) AND THE OHIO DEPARTMENT OF CHILDREN AND YOUTH (DCY) SUBGRANT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of April, 2025.

Commissioner Spencer the adoption of the following:

RESOLUTION

WHEREAS, the intent of this subgrant agreement is to establish between ODJFS, ODM, DCY and the Board of County Commissioners the relationship of “pass-through entities” as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB); and,

WHEREAS, Subgrant Agreement is applicable to all sub awards by ODJFS, ODM and DCY to Auglaize County for the operation of the Auglaize County Department of Job & Family Services (CDJFS) that is a combined agency and performs all ACDJFS duties set forth in ORC Section 329.04, and all public services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. Sub awards subject to this Subgrant Agreement include all sub awards of grant awards to the State of Ohio by the United Stated Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA); 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 this subgrant agreement; 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, ODM and DCY to provide technical assistance, training and monitoring to counties; and,

WHEREAS, the effective dates of this Subgrant Agreement is from July 1, 2025 through June 30, 2027.

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

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

Adopted this
17th day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Department of Job & Family Services

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

G-2627-11-6110

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), the Ohio Department of Children and Youth (hereinafter referred to as "DCY"), and the Auglaize County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM, DCY and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS, ODM, and DCY 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 ORC Section 329.04, 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 Innovation and Opportunity Act (WIOA), ORC Chapter 4141, 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 subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) 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 (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS, ODM, and DCY relative to this four-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

G. “Subgrant agreement” has the same meaning as “grant agreement,” as that term is defined in ORC Section 5101.21 (A) (6).

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 County and of the Auglaize CDJFS/CSEA/PCSA (hereinafter collectively referred to as “Subgrantee”).

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), 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 ORC Section 5101.23.
- 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 Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant 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 ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), 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 established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. 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.
- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), 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.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, 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. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. 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.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. 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.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- M. Immediately take measures to incorporate paragraph L above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections L and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.
- O. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.

- P. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).
- Q. Subgrantee shall determine eligibility for the Early Childhood Education Grant in compliance with state regulations. If requested by DCY, Subgrantee may receive preschool student information from Ohio school districts.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2025, through June 30, 2027, 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 the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies 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) 2026 and 2027 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments 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 Chapter 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 to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400, 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 any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said 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 the Departments 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 the Departments.
- 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 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 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 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, 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 performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal 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. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching 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 ORC Section 5101.16, 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 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.

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 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.

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 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.

7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

F. Subgrantee expressly certifies that neither it, nor any of its principals, is 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 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. 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, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.

B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omnibus Circular, 2 CFR 200.508, et seq., that include, but are not limited to:

- 1. Proper identification of federal awards received.
- 2. Maintenance of required internal controls.

3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. 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 Departments' Directors 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. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties 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. Either of the Departments 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, the Departments 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.

B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions 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.

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.

C. 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.
2. 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.
3. 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
4. Perform any other tasks that ODJFS requires.

D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, 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 the Departments 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, 31st Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments 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 Subgrant 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 the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments 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 one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS 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 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, 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 ORC Section 5101.21.

2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) 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 subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. 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 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 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 the Departments 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 any party be liable for any indirect or consequential damages, even if the Departments 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 the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), 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, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2627-11-6110

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 DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Julie Howard 04/11/2025
CDJFS/PCSA/CSEA Director Date

Matthew Damschroder, Director Date

OHIO DEPARTMENT OF MEDICAID

County Commissioner Date

Maureen M. Corcoran, Director Date

Daniel E. Boudreau 4/17/25
County Commissioner Date

OHIO DEPARTMENT OF CHILDREN AND YOUTH

Kara Wentte 4/17/25
County Commissioner Date

Kara Wentte, Director Date

**IN THE MATTER OF RENEWING THE CELLULAR SERVICE CONTRACT WITH VERIZON WIRELESS
AND AUTHORIZING THE PRESIDENT OF SAID BOARD TO EXECUTE SAID RENEWAL.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of April, 2025

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners believes it is advantageous for Auglaize County to enter into a Cellular Service Contract with Verizon Wireless for cellular service for various departments; and,

WHEREAS, Auglaize County entered into an initial contract with Verizon Wireless in 2010; and,

WHEREAS, a renewal has been presented to the Board of County Commissioners by Verizon Wireless to provide said cellular service totaling 85 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number 47QTCA20D00B5; and,

WHEREAS, the estimated monthly access fees for the 80 lines is \$5,000.00 for the term started from April 10, 2025 for 12 months through April 09, 2026; and,

WHEREAS, the following departments are included in this contract: Neil Armstrong Airport, Auditor, Board of Elections, Commissioners' Office, Coroner, Dog Warden, EMA, Engineer's Office, Department of Job & Family Services, Auglaize County Health Department, Sheriff's Office and Grand Lake Task Force; and,

WHEREAS, the monthly charges for each department will be the financial responsibility of that department to process for payment.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the cellular service contract as presented by Verizon Wireless for the 85 units as mentioned above; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President to execute the renewal of the Cellular Service Contract between Auglaize County, Ohio and Verizon Wireless.

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

Adopted this
17th day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT,
John N. Bergman

Doug A. Spencer, yes
Douglas A. Spencer

cc: Verizon Wireless
✓ Sheriff, GLTF, Airport, EMA
✓ Job & Family, Dog Warden
✓ Auditor, Engineer's Office
✓ Health Dept., Coroner, Bd of Elections



GSA-Multiple Award Schedule #47QTCA20D00B5 Short Form Purchase Order

Date:	April 11, 2025		
Vendor/ Address:	Verizon Wireless, 10170 Junction Drive, Annapolis Junction, MD 20701		
Vendor Email:	VZW/Federal.Implementations@VerizonWireless.com		
Phone:	1.800.561.6227		Fax: 1.866.227.4978
Agency Name:	Auglaize County Commissioners		
Billing Information:	209 S BLACKHOOF ST STE 201, WAPAKONETA, OH, 45895	Existing Verizon Wireless Account Number/s (if applicable) ECPD: 2441964 Account(s): 0642379191-00001	
Payment Terms:	Net 30		
Description of Goods/Services; Pricing:	Cellular service on the accounts listed above (or attached) totaling 80 units to be purchased under the rate plans and terms and conditions of GSA Multiple Award Schedule Number 47QTCA20D00B5 which are incorporated by reference Rate Plan(s): Various		
Term:	Month 4 Day 10 , 2025 for # 12 months through 2026 Year		
Funds Authorized: <i>total for full term/ period of performance</i>	Monthly Access Fees for service on 80 Lines (Estimated) \$5,000.00 Equipment charge(s) on 80 Lines (Estimates) \$ 19,200.00 Total Amount Funded for Access and Equipment Fees on 80 lines (Estimate) \$ 79,200.00 Plus applicable fees, taxes and charges		
Equipment (Open Market):	All devices, accessories or other products not available on the Schedule Price List for Contract No. 47QTCA20D00B5 are purchased "Open Market." (List Equipment, if applicable)		
Additional Service Items (Open Market) <i>List price plan name and monthly access rate for each plan being added</i>	"Open Market" items are incidental products/services added by Customer for administrative convenience that are not available on the GSA Multiple Award Schedule. "Open Market" items must directly support the Schedule items ordered, cannot be the primary purpose of the order and costs are small when compared to items ordered from the Schedule. The Government is responsible for meeting any applicable requirements for purchasing "Open Market" items. The items noted below are not listed on the GSA Multiple Award Schedule Contract No. 47QTCA20D00B5 and are being ordered as "Open Market" items:		
Miscellaneous:	Specify Phones, Delivery, Etc.:		
Authorized By:	By signing below, I certify that I have legal authority to bind the listed government agency, that my agency is authorized to purchase under the GSA Multiple Award Schedule and all products/services purchased are solely for authorized government use. THE SCHEDULE CONTRACT STRICTLY PROHIBITS ANY RESELLING OF PRODUCTS/ SERVICES PURCHASED UNDER THIS ORDER.		
Customer Acceptance: <i>Electronic signatures are acceptable</i>	Agency Name: Auglaize County Commissioners Signature of Authorized Official: <u>David Bambauer</u> Date: <u>4/17/2025</u> Printed or typed name: David Bambauer Printed or typed title: President of the Board Email Address: <u>ELEFFEL@AUGLAIZECOUNTY.ORG</u> Phone number: (419) 739-6718		

For Verizon Wireless internal use only: Approval: _____

Date: _____

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY COMMISSIONERS' OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the ODOT Demo 2 Site Rev Grant Fund (091) by \$500,000.00; and,

WHEREAS, the Commissioners' Office has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

ODOD Demo 2 Site Rev Grant Fund	
091.0091.530600	Contract Services
	\$500,000.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
17th day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT,
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ☒ County Auditor
☒ County Administrator

County Commissioners Office
Auglaize County, Ohio
April 17, 2025

NO. #25-238

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 17th day of April, 2025.

Commissioner Spencer 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 No.</u>	<u>Amount</u>	<u>Vendor</u>
488388	1050.00	CHRIS FREEWALT
488390	20000.00	AUGLAIZE COUNTY FAMILY & CHILDREN FIRST
488454	15995.00	SUNDANCE SYSTEMS, INC.

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

Adopted this
17th day
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: County Auditor