

County Commissioners Office
Auglaize County, Ohio
April 18, 2019

NO. 19-160

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 18th day of April, 2019.

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>
433531	\$ 1,839.36	Clemans Nelson & Assoc.
433549	\$ 3,834.62	ALS Auglaize Acres Operating 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
18th day
April, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Don Regula


John N. Bergman


Douglas A. Spencer

✓ cc: County Auditor

IN THE MATTER OF RATIFYING THE EXECUTION OF THE CONTRACT WITH STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF AUGLAIZE FOR THE INTERSECTION OF U.S. 33 AND WAPAK-FISHER ROAD PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of April, 2019.

Commissioner Bergman moved adoption of the following:

RESOLUTION

WHEREAS the final resolution enacted by the Board of County Commissioners, County of Auglaize, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project; and,

WHEREAS, on 22nd day of November, 2016, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project: **The project consists of converting the intersection of U.S. 33 and Wapak-Fisher Road to an offset T intersection with right turn lanes, lying within Auglaize County.**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation. The share of the costs of the LPA is not estimated in the amount of One Hundred Twenty-Six Thousand One Hundred Fifty-Three and - - - - 00/100 Dollars, (\$126,153.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and,

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and,

WHEREAS, the LPA desire the Director of Transportation to proceed with the aforesaid highway improvement.

THEREFORE BE IT RESOLVED:

- I. That the estimated sum, of **One Hundred Twenty-Six Thousand One Hundred Fifty-Three and - - - - 00/100 Dollars, (\$126,153.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal funds.**
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that President, Board of County Commissioners be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

BE IT FURTHER RESOLVED that the Board approves the execution by said Board of the contract.

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

Adopted this
18th day of
April, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: County Engineer - Doug Reinhart
Auditor

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of proceedings of the LPA, and which Resolution was duly passed by the LPA on the ___ day of ___, 2019, and that the same is true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA Volume _____, at Page _____, and under date of _____, 2019.

Legislative Authority of the Board of County Commissioners County of Auglaize, Ohio

_____, President of the Board of County Commissioners

_____, Clerk (Secretary Ex-Officio)

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Auglaize**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of converting the intersection of U.S. 33 and Wapak-Fisher Road to an offset T intersection with right turn lanes, lying within Auglaize County; and

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Twenty-Six Thousand One Hundred Fifty-Three and - - - 00/100 Dollars, (\$126,153.00).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners
County of Auglaize
P.O. Box 59
Wapakoneta, Ohio
45895

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Facsimile Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

Director of Transportation

Date

**LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Auglaize**



President, Board of County
Commissioners



County Commissioner



County Commissioner

County Commissioner

4/18/19
Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

IN THE MATTER OF ACCEPTING THE AMENDED OHIO AIRPORT MAINTENANCE GRANT CONTRACT FOR FUNDING THROUGH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION (ODOT), AVIATION DIVISION, IMPROVE AIRPORT DRAINAGE, IMPROVE TERMINAL BUILDING AT THE NEIL ARMSTRONG AIRPORT; AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ALL DOCUMENTS RELATIVE TO THIS PROJECT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 18th of April, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on July 3, 2018, in Resolution #18-258, the Board of County Commissioners authorized the application to the State of Ohio, Department of Transportation (ODOT), Aviation Division for funding, through the FY 2019 Ohio Airport Matching Grant Program, Improve Airport Drainage, Improve Terminal Building Project (ODOT Project Number M-19-42) at the Neil Armstrong Airport; and,

WHEREAS, notification has been received from the ODOT, Aviation Division, that Auglaize County has been awarded the grant contract in the amount of \$33,304.00 through the FY 2019 Ohio Airport Matching Grant Program and accepted on November 15, 2018 with Resolution #18-463; and,

WHEREAS, ODOT has requested a revised grant contract be signed with the amended amount of \$33,303.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby accept the revised grant contract of \$33,303.00 for the Improve Airport Drainage, Improve Terminal Building Project at the Neil Armstrong Airport; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President of said Board to execute any and all documents relative to this project.

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

Adopted this
18th day of
April, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Auglaize County Airport Authority –
Brent Richter, President
ODOT – Office Aviation
Delta Airport Consultants, Inc.
Airport Manager

GRANT CONTRACT

under

The Fiscal Year 2019 Ohio Airport Matching Grant Program

between the

Auglaize County Board of Commissioners

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M19-42

FAA Project Number
3-39-0084-019-2018

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project No. M19-42

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Auglaize County Board of Commissioners

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. M19-42

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: The Auglaize County Board of Commissioners

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. M19-42

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <http://www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/OhioAirportGrantProgram.aspx>.
State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Improve Airport Drainage, Improve Terminal Building at Neil Armstrong Airport

2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.

2.2 The Project costs are as follows:

Total Project Cost:	\$666,070
Total Local Share:	\$33,304
Total Federal Share:	\$599,463
Total State Share:	\$33,303

2.3 ODOT agrees to provide Grant Funds to the Grantee for the project in the amount of **\$33,303**

The total cost for the project is. ODOT shall provide to the Grantee 5 percent of the eligible costs, up to a maximum of **\$33,303 in State funds**. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0084-019-2018

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment Voucher Form. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share.

Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.11 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.12 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.13 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.14 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.15 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.16 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE 3: GENERAL PROVISIONS

3.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

3.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning

workers' compensation benefits, social security coverage or retirement membership or credit.

- 3.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 3.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 3.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 3.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 3.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 3.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or

hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

- 3.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.
- 3.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 3.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 3.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 3.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 3.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 3.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

3.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

3.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

3.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

3.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

3.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

3.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of

materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

3.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

3.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

3.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose

- property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)

- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 et seq.)

3.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

3.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

3.20 RESERVED

3.21 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

3.22 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

3.23 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost is the Total Project Cost.

4. EXECUTION

The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 18th day of April, 20 19.

By: 
Don Regula
Title: President, Auglaize County Board of Commissioners

Executed this _____ day of _____, 20____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, _____, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____ (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this _____ day of _____, 20____.

By: _____

Title: _____

County Commissioners Office
Auglaize County, Ohio
April 18, 2019

NO. 19-163

IN THE MATTER OF DECLARING THE WEEK OF APRIL 14 – 20, 2019 AS NATIONAL TELECOMMUNICATION WEEK IN AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of April, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS the Congress of the United States, and the President of the United States have established the third week of April as National Telecommunication Week; and,

WHEREAS a group of dedicated public safety telecommunicators serve the County of Auglaize; and,

WHEREAS National Telecommunicators Week has been observed in the United States since 1981; and,

WHEREAS the County of Auglaize considers the services of the public safety telecommunicators to be vital to the interest of the community; and,

WHEREAS recognizing the services of the public safety telecommunicators is in the best interests and safety of the County of Auglaize; and,

WHEREAS the services of public safety telecommunicators is a ‘silent service’ and their duties are seldom observed by the public.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby proclaim and declare that the week of April 14 – 20, 2019 is designated as **National Telecommunicators Week**, and all residents of the county are invited to observe this event.

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

Adopted this
18th day of
April, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Sheriff Allen F. Solomon

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE APPLICATION FOR A SAFETY INTERVENTION GRANT WITH OHIO BUREAU OF WORKERS' COMPENSATION FOR A SKYJACK.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of April, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County wants submit an application for a Safety Intervention Grant for a Skyjack in the amount of \$25,650.00 from Ohio Bureau of Workers' Compensation with county's matching funds of \$8,550.00 for a total cost of the skyjack of \$34,200.00; and,

WHEREAS, County Administrator Erica L. Preston has presented to the Board of County Commissioners an application for the Safety Intervention Grant, requesting that the Board approve the application and authorize the execution of same.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby approve the application for a Safety Intervention Grant to the Ohio Bureau of Workers' Compensation for a grant of \$25,650.00 to be used for the purchase of a Skyjack; and,

BE IT FURTHER RESOLVED that said Board authorizes Commissioner Don Regula to execute the application and budget as presented.

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

Adopted this
18th day of
April, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spenger
Douglas A. Spenger

cc: County Engineer
✓ Ohio Bureau of Workers' Compensation

✓ Auditor

Section VI Budget for application number 783622034

Step 1: Please provide the proposed budget for the project.

(Note: You may only use the safety intervention grant to purchase ergonomic, safety and/or industrial hygiene equipment. You may not use safety intervention grant for recouping the cost of any prior and/or ongoing interventions or for rented or leased equipment. In addition, you may not use safety intervention grant to pay for salaries, wages, internal labor, or any cost associated with preparing the application. You must make all grant purchases and implement the intervention equipment within 90 days after the date on the BWC grant check or the electronic fund transfer. Note all itemized expenses associated with the project. Indicate exact costs, do not round figures. All budgets MUST have vendor price quotes attached for each individual item.) All discounts and/or equipment trade-ins must be subtracted from the project total prior to determining the grant match. No erasures or white-out permitted on this page.

Item	Quantity	Cost	Total
Skyjack SJ6832RT	1	\$33650.00	\$33650.00
Freight		\$550.00	\$550.00
Tax		\$0.00	\$0.00
Discount		\$0.00	\$0.00
Total budget			\$34200.00

Step 2: To determine the grant amount you are requesting, please complete the formula below.

Total amount of project (A) \$34200.00

Total amount supplied by BWC. Either \$40,000 or less, or remaining funds in eligibility cycle ((Ax3)/4=B) \$25650.00

Total amount supplied by the employer (A-B) \$8550.00

Do you have ownership, partnership or any other affiliation with the vendor of the equipment being purchased? If yes, please explain.
No

Are you planning to finance your portion of the grant project? N If yes, you must provide a copy of the loan agreement with your receipt documentation once you receive the grant funds and make your purchase.

Submitted Document(s)

Filename: Sky Lift Quote.pdf

Description: Sky Lift Quote

Name of the duly representative (please print) Don Regula

Signature of duly authorized representative *Don Regula*

Title President, Auglaize County Board of Commissioners

Employer name: AUGLAIZE COUNTY

BWC policy: 30600001

Date: 04/12/2019

Section VI. Agreement for application number 783622054

AGREEMENT between OHIO BUREAU OF WORKERS COMPENSATION and AUGLAIZE COUNTY

This is an agreement by and between AUGLAIZE COUNTY (hereinafter, 4-18-19), with its principal place of business located 209 S. Blackhoof Street, Room 201 Wapakoneta, Ohio 45895, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, the BWC), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

WhereAs, the administrator of workers compensation may issue a grant to defray the costs incurred by an employer who elects to participate in the safety intervention grant program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant monies For projects which substantially reduce Or eliminate the risk of workplace injuries And illnesses, called herein safety intervention grant program.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

Eligibility Acceptance of the employer into the safety intervention grant program is contingent upon the employers (a) submission and approval of an application, (b) demonstrated need for intervention, e.g. completion of a risk assessment, and (c) being an active, timely premium payroll customer of the Ohio State Insurance Fund as of the date of execution of this agreement and for its duration.

Distribution of grant monies Subject to the conditions precedent in this agreement and subject to available BWC resources, the employer and BWC mutually understand and agree that the total sum of the grant to be issued by BWC shall not exceed a 3-to-1 ratio of the monies contributed by the employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$40,000. The employer must contribute \$13,333 in order to receive the maximum grant amount of \$40,000. The employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$13,333. The \$40,000 safety grant is the maximum per eligibility cycle. If the employer has not received the maximum amount of money available through the safety grant program during their eligibility cycle, the employer may reapply and have its application approved to enter into another agreement until the employer has received a total of \$40,000 for that cycle.

Employer responsibilities The employer participating in the safety intervention grant program, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. The employer will be re-sponsible for using the awarded grant in the manner for which it is intended, and will be required to provide BWC with documenta-tion. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention. The employer understands that approved safety intervention equipment may not be rented or leased. The employer agrees to allow a BWC safety consultant to conduct a comprehensive safety evaluation of their overall safety practices. If a conditional approval is granted, the employer agrees to satisfy the stated conditions by the specified date. Further, the employer agrees not to eliminate jobs due to participation in the safety intervention grant program.

All interventions must receive approval prior to purchase in order to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. The employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, and/or photos for the purposes of illustrating, educating, and training employers and employees.

Time of performance Employers must make all equipment purchases and implement the approved intervention equipment within 90 days of BWC issuing the grant check or electronic fund transfer. BWC will consider allowing additional time, up to a maximum of 90 days, upon the request of the employer. However, the extension must be made within the initial 90 day period. Within 30 days of the 90 day purchase period, the employer will be required to provide BWC with a check for all unused grant monies, a copy of the approved budget and itemized expense report, original paid invoices/receipts pertaining to all equipment and/or services purchases, and copies of all cancelled checks to support that all invoices associated with the intervention were paid in full.

The employer shall provide BWC quarterly data reports electronically for two years which detail the hours worked by the affected population and list claim numbers affected by the intervention, if any. Quarterly reports and one year case study are due within 30 days of the reporting period. One year after the date of the intervention implementation, the employer shall complete and submit the one year case study report and cost benefit analysis report templates by email, via fax or US Mail. If the reports are not filed, or if the reports are not written as described in the application, the employer shall be liable to repay the full amount of the grant.

Disqualification If For any reason the employer participating in the safety intervention grant program fails To satisfy one Or more Of the criteria established in the Application And Instructions, OAC 4123-17-56, And this agreement, including, but Not limited To, the requirement Of maintaining active coverage, timely payments thereof, And the obligations described in the Employer Responsibilities And Time For Performance sections, the employer may be disqualified from the program. Disqualification will result in the termination Of BWCs obligations under this agreement. BWC reserves the right To recover grant monies by one Or more Of the following methods billing the employer For the grant money received, forwarding the employers information To the Office Of the Attorney General Of Ohio For collection, set-off, recoupment, Or other administrative, civil And/or legal remedy.



If the employer merges Or combines its business after receiving a grant, but before completing the two years Of measurement reporting, the BWC Successorship Liability Policy will go into effect. The grant/predecessor employer is responsible For notifying the successor employer Of the obligations under the Safety Intervention Grant program. The successor employer may be liable To repay any And all previously paid grant monies if these obligations are Not met.

Disclaimer If implemented correctly by the employer, the goal Of the safety intervention grant program Is To substantially reduce Or eliminate injury And illness In the workplace And, hence, claims associated With the affected processes. BWC does Not guarantee Or warrant that the implementation Of such a plan will result In a substantial reduction Or elimination Of injuries And illnesses In the workplace. In the Event Of an injury Or occupational disease arising from the implementation Of the program, the employer And the employees sole And exclusive remedy shall be pursuant To workers compensation laws Of the appropriate jurisdiction. In no Event, shall BWC be liable for any damages in contract Or in tort.

Ohio elections law Grantee hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13

Conflicts of interest and ethics compliance certification Grantee affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Grantee affirms that a person who is or may become an agent of Grantee, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Grantee agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finders fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

Non-Discrimination and Equal Employment Opportunity The Grantee will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages the Grantee to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

Authority The person signing below for the employer states that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employers responsibilities for two years after BWC issues the grant check. The signers authority shall continue until the employer notifies BWC of the name of the successor.

_____ By initialing this line, the employer agrees that prior purchases have not been made. The employer also confirms understanding that all grant approved purchases are to be purchased and implemented within 90 days after the date on the BWC grant check or the date of the electronic fund transfer. Additionally any changes to the original intervention must receive prior approval by BWC.

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Modifications: The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement

In Witness whereof, the parties hereunto affix their signatures this day of 04/12/2019

Employer name: AUGLAIZE COUNTY

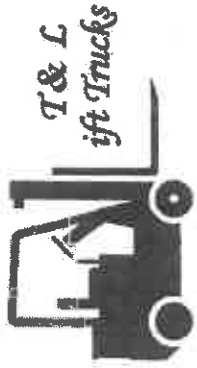
Federal Tax I.D. 34-6400073

Title President, Auglaize County Board of Commissioners

Name (Please print) Don Regula

Signature Don Regula

State of Ohio, Bureau of Workers Compensation
Safety Grant Safety Intervention RSP October 2013



511 S. Eastern Ave
 St. Henry, OH 43883
 419-678-8660 phone
 419-678-8888 fax

QUOTE

Quote #	Date
3622	2/8/2019

Name/ Address
 Auglaize County Highway Dept.
 County Engineer
 1014 S. Blackhoof Street
 Wapakoneta, Ohio 45895
 Attn: Gary Kuck

Email: gary@augcoeng.com

Customer Fax
 419-739-6521

Re: New Skyjack Scissors Lift Quote		Contact: Kevin Thobe	
Qty	Description	Cost	Total
1	New Skyjack SJ6832RT - Foam Filled Tires - Dual Fuel LP and Gas - 2 Year Warranty - 6 Week Lead Time *Quote Includes Delivery Freight Each		\$33,650.00
Thanks for allowing us to quote this job. Freight and taxes are not included.		Total	\$34,200.00