

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM MVGT FUND TO OPWC BRIDGE LOAN FUND (239) AND TRANSFER OF FUNDS FROM MVGT FUND TO OPWC BRIDGE LOAN FUND (236) AS REQUESTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners:

Board of County Commissioners

I am requesting an annual transfer of \$8,800 starting 1/1/2015 and ending 1/1/2033 in order to make the annual payment on the OPWC Loan please authorize the County Auditor to transfer:

<u>AMOUNT</u>	<u>FROM:</u>	<u>TO:</u>
\$ 8,800.00	002.0015.550200 (OPWC Loan)	239.0100.400200 (Transfer In)

I am requesting an annual transfer of \$11,500 starting 1/1/2018 – 1/1/2038 in order to make the annual payment on the OPWC Loan for the Glynwood Road Bridge please authorize the County Auditor to transfer:

<u>AMOUNT</u>	<u>FROM:</u>	<u>TO:</u>
\$11,500.00	002.0015.550200 (OPWC Loan)	236.0100.400200 (Transfer In)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds for the MVGT Fund to OPWC Loan Fund as mentioned above by County Engineer Andrew Baumer.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: ✓ County Auditor
✓ County Engineer

IN THE MATTER OF REAPPOINTING TOM PIPER AS THE AUGLAIZE COUNTY APIARY INSPECTOR FOR 2024.

The Board of County Commissioners of Auglaize County, Ohio met in Regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Board of County Commissioners may appoint a person to serve as Apiary Inspector for the county; and,

WHEREAS, Mr. Tom Piper has served as the County’s Apiary Inspector for the past eighteen years to the satisfaction of the Board and has expressed his willingness to serve in said position for the 2024 season with the compensation of \$3,700.00.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby re-appoint Tom Piper to fill the position of Apiary Inspector for the 2024 season; and,

BE IT FURTHER RESOLVED that compensation for said position be set at \$3,700.00 salary, expenses and mileage reimbursement equal to the mileage rate established by the Internal Revenue Service; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is ordered to complete the necessary forms for the State of Ohio Department of Agriculture to ensure the appointment of Tom Piper as the Auglaize County Apiary Inspector.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Ohio Dept. of Agriculture
Tom Piper
Clerk of the Board

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A COMPOSTING SERVICE CONTRACT WITH THE CITY OF WAPAKONETA ON BEHALF OF THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Solid Waste Management District Policy Planning Committee authorized a composting service contract between the Board of County Commissioners and the City of Wapakoneta; and,

WHEREAS, the necessary contract is in need of renewal; and,

WHEREAS, the Board has reviewed this contract and finds same to be in accordance with the desires of the Policy Planning Committee.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board of County Commissioners, who also serves as the Chairman of the Auglaize County Solid Waste Management District, to execute a Composting Service Agreement with the City of Wapakoneta on behalf of said Solid Waste Management District; and,

BE IT FURTHER RESOLVED that an executed copy of this agreement is hereto attached and become a part of this Resolution.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: City of Wapakoneta
Solid Waste Coordinator

COMPOSTING SERVICE CONTRACT

This agreement is effective on the 1st day of January, 2024 by and between the City of Wapakoneta, hereinafter "City" and the Board of Commissioners of Auglaize County, Ohio, acting as Board of Directors of the Auglaize County Solid Waste Management District, hereinafter, "District".

The City presently operates for a fee a facility for the disposal of yard waste for residents of the City of Wapakoneta. The City does hereby agree pursuant to the terms contained herein to open said facility for the use of all Auglaize County residents for the disposal of yard waste. Such yard waste is defined as grass clippings, leaves, branches, and general yard debris. The City further agrees that the fees for the disposal of such yard waste and any rules or regulations adopted by the City shall be applied in a uniform fashion to all residents of Auglaize County, Ohio, without disparity regarding the residency within Auglaize County.

The District agrees that it shall be responsible for the advertising of the availability of the City's yard waste facility to all Auglaize County residents. Further, the City shall be solely responsible for the operation and management of the yard waste facility and shall be solely responsible for the cost and/or expenses in maintaining and operating said facility.

The District agrees, in consideration of the city opening its yard waste facility to all Auglaize County residents, to pay to the City:

- (a) a total of \$7,500.00 for the calendar year January 1, 2024 through December 31, 2024. The District agrees to make the payment in two equal amounts of \$3,750.00 on or about May 1, 2024 and \$3,750.00 on or about October 1, 2024;
- (b) a total of \$5,000 for the calendar year January 1, 2025 through December 31, 2025. The District agrees to make the payment in two equal amounts of \$2,500.00 on or about May 1, 2025 and \$2,500.00 on or about October 1, 2025.

The City and the District agree herein that this contract is of mutual benefits to each and the considerations therefore are the mutual covenants and agreements as set forth above.

The provisions of this contract shall be effective beginning January 1, 2024 and ending December 31, 2025. The parties further agree this contract is not automatically renewable and it is the intention of the parties that this contract shall not be renewed upon expiration of the current term. The parties further agree this contract shall automatically terminate upon the closure of the City's yard waste facility, regardless of the reason for such closure.

CITY OF WAPAKONETA:



Name: Daniel E. Lee

Title: Mayor

For and on behalf of the City of Wapakoneta

BOARD OF COMMISSIONERS, AUGLAIZE COUNTY, OHIO



Name: ~~John N. Bergman~~ Douglas A. Spencer

Title: President of Board of Auglaize County Commissioners

Acting as Board of Directors for the Auglaize County Solid Waste Management District

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE EMPLOYEES OF THE DEPARTMENT OF JOB & FAMILY SERVICES TO ATTEND MEETINGS OR ORGANIZATIONS SPECIFIED HEREIN DURING CALENDAR YEAR 2024.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for employees of the Auglaize County Department of Job & Family Services to attend various meetings and training throughout the year 2024; and,

WHEREAS, many of said meetings are sponsored by the Ohio Department of Job & Family Services, Training Institutes, Ohio Job & Family Services Directors Association, Public Children Service Agency Organizations and Ohio Child Support Association; and,

WHEREAS, expenses, if any, for these meetings and training shall not exceed the funds appropriated for travel with the agency's appropriation and shall be within the travel policies as established by the Board of County Commissioners, as well, as the policies found in the agency's Personnel Handbook.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize expenditures for the employees of the Auglaize County Department of Job & Family Services for meetings and training of the organizations specified herein throughout the calendar year 2024.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Speneer, Yes
Douglas A. Speneer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Job & Family Services

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE VETERANS SERVICE COMMISSION, OFFICERS & STAFF TO ATTEND STATE / DISTRICT / REGIONAL CONVENTIONS / SEMINARS THROUGHOUT THE REMAINDER OF 2024.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Robert Wiss, the Auglaize County Director/Veteran Service Officer, submitted correspondence to the Board of County Commissioners informing it that the Veterans Service Commission requests that the Board Members, consisting of Ron Zenz, John Schwarck, Michael Borges, Michael Suchland and Jeanne Goodes and Office Staff consisting of Rob Wiss, Sherrye Lamma and Nicholas Neace, be authorized for travel expenses throughout 2024; and,

WHEREAS, travel expenses requested to be approved and authorized are for Veterans Service Commission Office to attend all necessary conventions, conferences and seminars.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the above request and does authorize the above mentioned expenses, ordering bills to be paid upon proper presentation, providing all is in accordance with the County's Travel Policy.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Veterans Service Commission
Director

IN THE MATTER OF ASSIGNING AUTHORITY TO JULIE GOSSARD, DIRECTOR OF JOB AND FAMILY SERVICES TO ACT AS THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS' DESIGNEE FOR APPROVING INTER-COUNTY ADJUSTMENTS OF ALLOCATED FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and,

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and,

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and,

WHEREAS, a county family services agency must make such inter-county adjustment request to the Ohio Department of Job and Family Services, and include with such request a resolution authorizing such from that County's Board of County Commissioners; and,

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(G)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners hereby assigns authority to Julie Gossard, Auglaize County Director of Job and Family Services, for the specific period from January 1, 2024 through December 31, 2024, to serve as the Board of Auglaize County Commissioners' designee, and thereby grant Ms. Gossard the authority to sign inter-county adjustment agreements on behalf of Auglaize County for the period January 1, 2024 through December 31, 2024.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , yes
Douglas A. Spencer

David Bambauer , yes
David Bambauer

John N. Bergman , yes
John N. Bergman

cc: Auglaize County DJFS
Auditor

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE
PY2023 LEAD SAFE OHIO, STATE OF OHIO, STATE AND LOCAL FISCAL RECOVERY
FUNDS (SLFRF) LEAD SAFE OHIO PROGRAM GRANT AGREEMENT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on September 21, 2023, the Board of County Commissioners authorized the submittal of a grant application in the amount of \$457,000.00 to the Ohio Department of Development (ODOD) Office of Community Development (OCD) for funding via the PY2023 State of Ohio, State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program; and,

WHEREAS, the Board has received notice from the Ohio Department of Development (ODOD) Office of Community Development (OCD) that its funding request has been approved; and,

WHEREAS, the Ohio Department of Development (ODOD) Office of Community Development (OCD) has provided the Board with the grant agreement for \$457,000.00 in grant funding; and,

WHEREAS, the grant agreement is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, Douglas A. Spencer, to execute the following grant agreement with the Ohio Department of Development (ODOD) Office of Community Development (OCD) for the County's PY2023 State of Ohio, State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program

Grant No. LED-2023 - 202339

Source: State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program

Grant allocation: \$457,000.00.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: ODOD
 Kleinfelder
Auditor

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State of Ohio State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the State of Ohio, Department of Development (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee"), for the period **12/1/2023 to 4/30/2026**.

Background Information

- A. The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act, delivers funds to state, territorial, local and tribal governments to support their response to and recovery from the COVID-19 public health emergency.

Pursuant to Ohio House Bill 45 of the 134th General Assembly ("House Bill 45"), appropriation item 1956F6, ARPA Lead Prevention and Mitigation (herein referred to individually as "Project" or collectively as "Projects").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$457,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A: Scope of Work. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require

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delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor. Grantee will follow the terms and conditions of the U.S Department of the Treasury, **Attachment F: Award Terms and Conditions**.

4. **Term.** The parties agree the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **Program Policy 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications**, which is attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days' prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

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11. **Audits.** Grantee shall ensure the Grant Funds are audited according to the requirements of **Attachment E: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
14. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the O.R.C., including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
15. **Termination**
 - a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location.

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The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
18. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **Program Policy 15-07: Resolving a Potential Conflict of Interest**.
19. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
20. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and

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all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

21. **Outstanding Liabilities.** Grantee represents and warrants it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

22. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **O.R.C. Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **O.R.C. Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

23. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **O.R.C. 149.43** and are open to public inspection unless a legal exemption applies.

24. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any

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way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Department of Development
Office of Community Enhancements
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
- Auglaize County Board of Commissioners
209 S Blackhoof St Wapakoneta, OH 45895
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **Program Policy 20-01: Grant Operations and Financial Management Policy**.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

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- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or sub-granted by Grantee without the prior express written consent of Grantor. Additional information found in **Program Policy 15-01: Responsibility for Grant Administration.**
- j. Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

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Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:
Auglaize County Board of Commissioners

Grantor:
State of Ohio
Department of Development

Authorized Official
Douglas A. Spencer

By:

Printed Name:
President

Printed Name: _____

Title:
January 9, 2024

Title: _____

Date:


Date: _____

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta, OH 45895
County(ies)	Auglaize
Phone	(419) 739-6710
UEIN	M6N6K22WVQ36

Grant Information	
CFDA	21.027
Program	Lead Safe Ohio
Grant Number	LED-2023 - 202339
Grant Award	\$457,000

Grant Dates	
Award Date	12/1/2023
Milestone #1: 50% funds obligated	3/31/2024
Milestone #2: 90% funds obligated	5/31/2024
Claw Back for Reallocation	7/1/2024
Work Completion Date	2/28/2026
Final Draw Date	3/31/2026
Final Report Due	4/30/2026

Project Description

Lead Safe Ohio Program has provided funding for construction activities for homes, congregate care settings, and childcare facilities built before 1978, with an emphasis on work in high-risk zip codes and Ohio's low to moderate income populations. Funds can be utilized for lead safe renovation, lead abatement and mitigation activities, and purchase of equipment such as XRF analyzers and HEPA-vacs. The breakdown of budgeted program activities is detailed in the table below.

Awarded Program Budget	
Budget Category	Category Cost
Lead Safe Renovations (LSR)	\$225,000
Lead Abatement	\$125,000
Lead Cleaning Only	\$59,700
Equipment	\$1,600
Administration	\$45,700
Total Awarded:	\$457,000

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Proposed Outcomes		
Property/Equipment Type	Budget	Projected Outcomes
Owner Occupied	\$209,700	5
Renter Occupied	\$0	0
Childcare Facilities	\$200,000	2
Congregate Shelters	\$0	0
XRF	\$0	0
HEPA-vac	\$1,600	2

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF A NOTE FOR THE DOWTY COUNTY DITCH IMPROVEMENT FROM FIRST NATIONAL BANK.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of January, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on December 21, 2023, in Resolution #23-629 the Board of County Commissioners authorized the securement of interest costs for a note in the following amount for the balance of money needed to complete the following ditch improvement:

Dowty Ditch project\$116,208.28; and,

WHEREAS, the following quotations were received for the above mentioned note:

	Dowty Ditch
Minster Bank	4.18%;
First National Bank	4.06%;
First Financial Bank.....	6.25%.

WHEREAS, the quotations were shared with County Auditor Linda Bice, for her review and recommendation with said recommendation being to award the ditch note to First National Bank as said bank met the bid requirements for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of a ten year (20 semi-annual installments) note in the amount of \$116,208.28 at the rate of interest of 4.06% for the Dowty Ditch Project for the balance of money needed to complete the payment of the ditch project.

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

Adopted this
9th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , Yes
David Bambauer

 John N. Bergman , Yes
John N. Bergman

cc: County Engineer, County Auditor, Bidders

///