

IN THE MATTER OF AUTHORIZING THE LEASE CONTINUITY AGREEMENT BETWEEN LAURA M. TUTTLE, OHIO BUREAU OF MOTOR VEHICLES (BMV) AND THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of May, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, a lease continuity agreement between the Board of Auglaize County Commissioners, Laura M. Tuttle and the Ohio Bureau of Motor Vehicles are agreeable for the county owned property at 604 S. Blackhoof St., Wapakoneta, Ohio, and described as the center office space (1176 square feet of office space and 1000 square feet of storage space) in the Title Office building; and,

WHEREAS, the Board of Auglaize County Commissioners and Laura M. Tuttle entered into a lease agreement in resolution #14-320 dated June 24, 2014 for the above stated location for an initial term beginning June 24, 2014 and ending June 30, 2019; and,

WHEREAS, the parties amended the Original Lease in resolution #19-256 on June 13, 2019 to accommodate for the one year extension from the State of Ohio - Laura Tuttle. The effective date of the one year extension to be from July 1, 2019 through June 30, 2020; and,

WHEREAS, the Board of Auglaize County Commissioners and Laura M. Tuttle desire to grant the BMV the right, at its discretion, to exercise an option ("Option") to assume or have assigned possession of the LEASED PREMISES and assume or have assigned the LEASE in the event of those occurrences described below, so that Auglaize County Commissioners may continue to receive rent and the LEASED PREMISES may continue to function as a deputy registrar location.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the lease continuity agreement with Laura M. Tuttle and the Ohio Bureau of Motor Vehicles for office and storage space at 604 South Blackhoof St. at the terms so stated above; and,

BE IT FUTHER RESOLVED, that the Board of County Commissioners does authorize the President of the Board to execute said lease continuity agreement.

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

Adopted this
19th day of
May, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman Yes

Douglas A. Spencer
Douglas A. Spencer Yes

Don Regula
Don Regula Yes

cc: Laura M. Tuttle
✓ Ohio Bureau of Motor Vehicles – Greg Edwards

LEASE CONTINUITY AGREEMENT ("AGREEMENT")

Between the
LESSOR,
LESSEE/DEPUTY REGISTRAR ("LESSEE")
And the
OHIO BUREAU OF MOTOR VEHICLES ("BMV")

This AGREEMENT is entered into by and among the BMV, having an address of 1970 West Broad Street, Columbus, Ohio 43223 and the LESSOR and LESSEE identified below (collectively referred to as the "Parties"):

LESSOR

Name: Laura Tuttle

Address: 1917 Rosewood Dr

Wapakoneta, OH 45895

LESSEE

Name: Auglaize County Commissioners

Address: 209 S. Blackhoof St

Wapakoneta, OH 45895

WHEREAS, the LESSOR and LESSEE entered into a certain lease dated _____ ("LEASE") for the property described in that LEASE, comprising approximately 1.176 square feet, and with an address of 604 S Blackhoof St, Wapakoneta, OH 45895 ("LEASED PREMISES"); and

WHEREAS, the LESSOR and LESSEE desire to grant the BMV the right, at its discretion, to exercise an option ("Option") to assume or have assigned possession of the LEASED PREMISES and assume or have assigned the LEASE in the event of those occurrences described below, so that LESSOR may continue to receive rent and the LEASED PREMISES may continue to function as a deputy registrar location;

NOW THEREFORE, based upon the mutual promises set forth herein, and for other good and valuable consideration, including \$1.00 to the LESSOR and LESSEE, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby enter into this AGREEMENT upon the terms and conditions set forth below.

- I. **EFFECTIVE DATE.** The Effective Date of this AGREEMENT shall be the earliest date on which all Parties have executed this AGREEMENT.
- II. **SUBJECT TO LEASE.** The Parties acknowledge and agree that this AGREEMENT is subject to the LEASE. This AGREEMENT shall amend and supersede the terms of the LEASE to the extent necessary to effectuate the terms of this AGREEMENT.

III. TERMS.

- A. Purpose.** The Parties agree that should the LESSEE for any reason cease to operate as a deputy registrar, including, for example, because of resignation, death, long term incapacitation, or lack of a valid contract with the BMV; or should the BMV issue to LESSOR or LESSEE written notice of the future termination, non-issuance or non-renewal of LESSEE'S deputy registrar contract, BMV shall have the exclusive Option ("Option") but not the obligation either: i.) to assume the LEASE and possession of the Lease Premises; or, ii.) to have the LESSEE assign LESSEE'S interest in the LEASE to the BMV.
- B. Notice of Option.** If the BMV exercises its option to either assume the lease or accept assignment of the lease, the BMV will take possession at a date certain as set forth in the BMV written notice to both the LESSOR and the LESSEE but not later than ten (10) days after the date of the notice of the exercise of the Option.
- C. Assumption/Assignment.** The BMV shall be liable to perform under the LEASE from the date it takes possession of the LEASED PREMISES. Upon assuming possession of the LEASED PREMISES, BMV may sublease the LEASED PREMISES, or assign the LEASE, to a replacement deputy registrar ("SUB-LESSEE/ASSIGNEE") who shall be liable for payment of all rent, other LEASE charges and all required performances under the LEASE. The SUB-LESSEE/ASSIGNEE shall pay the rent including payment of all LEASE charges permitted under the LEASE directly to the LESSOR. LESSOR and BMV understand and agree that upon an assignment of the LEASE to the replacement deputy registrar: i.) BMV will no longer be liable under the LEASE; and, ii.) nothing herein prevents the LESSOR and replacement deputy registrar from negotiating and entering into a new LEASE.
- D. BMV and Replacement Deputy Registrar Not Liable.** Neither the BMV nor the SUB-LESSEE/ASSIGNEE shall be liable for any past due rent, utility or any other expenses, claims, losses, costs or other obligations incurred by the LESSEE, LESSEE'S employees, agents or assigns, or which arose prior to the BMV taking possession of the LEASED PREMISES pursuant to its Option described in this Agreement.
- E. Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, W9, Vendor Information Form, invoices for payment pursuant to R.C. 126.07 and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this AGREEMENT.

F. Holdover. Notwithstanding the calculation of rent on an annual basis, in the event that the BMV or any SUB-LESSEE/replacement deputy registrar continues to occupy the Leased Premises upon expiration of the LEASE, such holdover shall be month-to-month. Monthly rent during the holdover period is one-twelfth of the then extant annual rent, due and payable upon the first of each month, and LESSOR or BMV may terminate any holdover arrangement upon sixty days advance written notice to the other.

G. Recording. The LESSEE shall record this AGREEMENT, and if necessary the LEASE, at the County Recorder of Auglaize County. LESSEE shall pay the recording expense and return one original recorded copy of the AGREEMENT and LEASE to the Ohio Department of Public Safety, Attention: Procurement Services/Leases, 1970 West Broad Street, 5th Floor, Columbus, Ohio 43223.

IV. NOTICES. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other Party:

Notice to BMV:

Ohio Department of Public Safety, Ohio BMV
Attention: Greg Edwards
1970 West Broad Street, 2nd Floor
Columbus, Ohio 43223

Notice to LESSEE:

Laura Tuttle

Attention: _____

PO Box 15

Wapakoneta, OH 45895

Notice to LESSOR:

Auglaize County Commissioners

Attention: _____

200 S. Blackhawk Street, Room 201

Wapakoneta, Ohio 45895

V. SUCCESSORS AND ASSIGNS. The words "LESSOR", "LESSEE," "SUB-LESSEE/ASSIGNEE" and "BMV," wherever used in this AGREEMENT, shall include the heirs, successors, representatives and assigns of the PARTIES, respectively.

VI. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the Parties on the subject matter of this AGREEMENT. This AGREEMENT supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this AGREEMENT. Any changes or modifications of this AGREEMENT shall be made and agreed to in writing, signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused their signatures to be affixed to this AGREEMENT on the dates indicated.

LESSOR

BY: _____ DATE: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT:

State of Ohio)
) ss:
County of Auglaize)

On this _____ day of _____, 201____, before me personally appeared _____, who acknowledged that he/she executed the foregoing AGREEMENT for and on behalf of the LESSOR, that the same is her/his and the LESSOR'S voluntary act and deed, and that he/she is duly authorized to enter into said AGREEMENT for and on behalf of the LESSOR.

Notary Public, State of Ohio
My commission expires: _____

LESSEE

BY: Jhn N Bergma

DATE: May 19, 2020

ACKNOWLEDGMENT

State of Ohio)

) ss:

County of Auglaize)

On this _____ day of _____, 201____, before me personally appeared Laura Tuttle, the authorized designee of the LESSEE who acknowledged that he/she executed the foregoing AGREEMENT for and on behalf of the LESSEE, that the same is her/his own and the LESSEE's voluntary act and deed, and that he/she is duly authorized to enter into said document for and on behalf of the LESSEE.

Notary Public, State of Ohio

My commission expires: _____

BMV

BY: _____

DATE: _____

Title: _____

ACKNOWLEDGMENT

State of _____)

) ss:

County of _____)

On this _____ day of _____, 201____, before me personally appeared _____ the authorized designee of the BMV who acknowledged that he/she executed the foregoing AGREEMENT for and on behalf of the BMV, that the same is his own and the BMV's voluntary act and deed, and that he/she is duly authorized to enter into said document for and on behalf of the LESSEE.

Notary Public, State of Ohio

My commission expires: _____

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of May, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Auglaize County Auditor, Janet Schuler, to increase the 2020 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the Real Assessment Fund:

Increase 014.0012.510201 (Medicare) by \$240.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2020 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this
19th day of
May, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	,	<u>yes</u>
John N. Bergman		
<u>Douglas A. Spencer</u>	,	<u>yes</u>
Douglas A. Spencer		
<u>Don Regula</u>	,	<u>yes</u>
Don Regula		

cc. County Auditor
 County Administrator

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th of May, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize a budget adjustment as follows:

Children Services Fund:
Amount: From: \$100,000.00 050.0004.530200 (Transfer Out) To: 050.0004.530600 (Services)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustment as mentioned above.

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

Adopted this
19th day of
May, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer
Don Regula, yes
Don Regula

cc: JFS
County Auditor

IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-022-2020 AND AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 19th of May, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act grant application of Federal funds at or associated with the Neil Armstrong Airport, which is included as part of this Grant Agreement; and,

WHEREAS, the Board of County Commissioners has accepted the terms of the FAA's grant offer; and,

WHEREAS, this grant is provided in accordance with the CARES Act, to provide eligible Sponsors with funding to help offset a decline in revenue arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency; and,

WHEREAS, the purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Neil Armstrong Airport incurred no earlier than January 20, 2020; and,

WHEREAS, it is necessary for the Board of Auglaize County Commissioners, serving as sponsors for the grant, to execute the grant offer.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-022-2020 in the amount of \$69,000.00 as presented; and,

BE IT FURTHER RESOLVED that the Federal Aviation Administration (FAA) does hereby offer and agrees to pay 100% percent of the allowable costs incurred as a result of and in accordance with the Grant Agreement; and,

BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, John N. Bergman, to execute and ratifies his signature on the grant offer document, on behalf of said Board of County Commissioners and the Neil Armstrong Airport Authority.

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

Adopted this
19th day of
May, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: FAA, Detroit Airports District Office –
Delvin Lewis
Airport Manager
✓ Auglaize County Airport Authority



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date
May 14, 2020

Airport/Planning Area
Neil Armstrong Airport

CARES Grant Number
3-39-0084-022-2020

Unique Entity Identifier
080984560

TO: Auglaize County Board of Commissioners
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s)]

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 5, 2020, for a grant of Federal funds at or associated with the Neil Armstrong Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Neil Armstrong Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Neil Armstrong Airport incurred no earlier than January 20, 2020. CARES Act

Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$69,000.00.**
- 2. Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. **The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.**
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
- 3. Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- 4. Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

<http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.

- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Stephanie R. Swann

Stephanie R. Swann (May 14, 2020 13:05 EDT)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Mgr, Detroit ADO

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

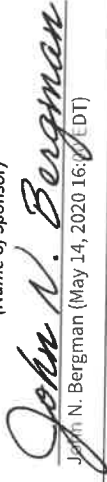
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated May 14, 2020

Auglaize County Board of Commissioners

(Name of Sponsor)


John N. Bergman (May 14, 2020 16:07 EDT)

(Signature of Sponsor's Authorized Official)

By: John N. Bergman

(Typed Name of Sponsor's Authorized Official)

Title: President

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Edwin A. Pierce, Auglaize County Prosecutor, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated May 15, 2020

By:

Edwin A. Pierce, Esquire
Edwin A. Pierce, Esquire County Prosecuting Attorney (Page 13, 2020)

(Signature of Sponsor's Attorney)