NO	13-	242	

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED; TRANSFER OF FUNDS; AND AMENDING THE APPROPRIATION FOR THE AUGLAIZE COUNT BOARD OF DD NITY ALTERNATIVES FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of May, 2013.

Commissioner ______ moved the adoption of the following:

RESOLUTION

- WHEREAS, under date of January 3, 2013, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2013 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,
- WHEREAS, Todd R. Busse, Director of Business & Finance for the Auglaize County Board of Developmental Disabilities has requested an amendment to the Annual Appropriation with moneys that were certified and unappropriated in the Auglaize County Board of DD appropriation.
- **THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize an amendment to the 2013 Annual Appropriation for Auglaize County Board of DD appropriation as follows:

Increase 019.0019.535900 (Transfer Out) by \$200,000.00;

and,

WHEREAS, with said amendment, a request was made for the following transfer of funds:

From: 019.0019.535900 - Auglaize County Board of DD - Transfer Out

Amount: \$200,000.00

To: 021.0100.400500 - Auglaize Board of DD - Community Alternatives - Transfer In;

- **THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the above transfer of funds; and,
- **BE IT FURTHER RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, being further requested to increase the 2013 Annual Appropriation for the Auglaize County Community Alternatives Contract Services as follows, said Board authorizes the following:

Increase 021.0021.530600 - Community Alternatives - Contract Services by \$200,000.00.

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

Adopted this 23rd day of May, 2013

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

Don Regula

John N. Bergman

manual y

Douglas A Spencer

cc: County Auditor

✓Board of DD - Todd Busse

County Commissioners Office
Auglaize County, Ohio
May 23, 2013

NO	13-	243	

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE OHIO DEVELOPMENT SERVICES AGENCY FOR FISCAL YEAR 2013 COMMUNITY DEVELOPMENT BLOCK GRANT COMMUNITY DEVELOPMENT ALLOCATION PROGRAM AND VILLAGE OF WAYNESFIELD NEIGHBORHOOD REVITATLIZATION GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of May. 2013.

Commissioner Speck moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has received notification from the Ohio Development Services Agency that the County proposes to allocate the approximate sum of \$102,000 in Community Development Block Grant (CDBG) Community Development Allocation funds and \$300,000 in 2013 CDBG Neighborhood Revitalization Grant fund for fiscal year 2013 on behalf of the Village of Waynesfield; and,

WHEREAS, the Board solicited projects for funding consideration; and,

WHEREAS, the Board adopted Resolution No. #13-210 on May 7, 2013 setting this date May 17, 2013 to receive public comment on the Board's proposed projects for F.Y. 2013; and,

WHEREAS, the Board received no verbal or written comments concerning the proposed allocation of funds.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the submittal of an application to the Ohio Development Services Agency for F.Y. 2013 CDBG Community Development Allocation funding on behalf of the City of St. Marys, City of Wapakoneta and the village of Waynesfield and funding 2013 CDBG Neighborhood Revitalization funding on behalf of the Village of Waynesfield; and,

BE IT FURTHER RESOLVED that the Board does authorize its President, Don Regula, to execute the grant application.

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

Adopted this 23rd day of May, 2013

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

Don Regula

John N. Bergman

Lec: Poggemeyer Design Group - Dianne Guenther

Fanning Howey Engineering Group - Craig Mescher

Village of Waynesfield

County Commissioners	Office
Auglaize County, Ohio	
May 23, 2013	

	\sim	7: 1:1	
NO.	CI	+446-	

IN THE MATTER OF UPDATING THE AUGLAIZE COUNTY CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS OFFERED THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of May, 2013.

Commissioner Special moved the adoption of the following:

RESOLUTION

- WHEREAS, Auglaize County, in 1991, did adopt the Auglaize County Citizen Participation Plan for the Community Development Block Grant (CDBG) and Home Programs as required by those programs; and,
- WHEREAS, the Ohio Development Services Agency is requesting communities to use or update their Citizen Participation Plan every five years to the recommended format by the U.S. Department of Housing and Urban Development (HUD).
- **THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and adopt the updated Citizen Participation Plan for the Community Development Block Grant (CDBG) and Home Programs offered through the Ohio Development Services Agency (ODSA) and the U.S. Department of Housing and Urban Development (HUD).

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

Adopted this 23rd day of May, 2013

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

Don Regula

John N. Bergman

Douglas A. Spencer

Jcc: Poggemeyer Design Group - Dianne Guenther - Consultant

County Commissioners O	ffice
Auglaize County, Ohio	
May 23, 2013	

cc: County Auditor County Recorder

NO. 13-	345
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The Board of County Commissioners of	**************** Auglaize County, Ohio met in regular session on the 23rd day of
May, 2013.	
Commissioner Species	moved the adoption of the following:
	RESOLUTION
WHEREAS, the Board has been requested by C with moneys that were certified and una	County Recorder, Chris Lambert, to increase the Annual Appropriation ppropriated; and,
WHEREAS, the request is to amend the 2013 A General - Recorder Fund:	Annual Appropriation to reflect the following increase in the (001)
Increase 001.0602.510200 (Sal Increase 001.0602.536700 (PE	
	oard of County Commissioners of Auglaize County, Ohio, does hereby on Resolution be amended to show the increase as tabulated above.
Commissioner vote resulted in the adoption of the Resolution a	seconded the Resolution and upon the roll being called, the as follows:
Adopted this 23rd day of	BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO
May, 2013	Don Regula
	John N. Bergman
	Douglas A. Spencer

IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF THE FY 2014 COMMUNITY BASED CORRECTION PROGRAM SUBSIDY GRANT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of May, 2013. moved the adoption of the following: RESOLUTION WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a grant agreement for funding from the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, which awards the sum not to exceed \$28,263.00, to be paid in four equal installments of \$7,065.75 for the period beginning 07/01/2013 to 06/30/2014; and. WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement. THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, Grant program; and, BE IT FURTHER RESOLVED that the Board does ratify the execution of said grant application by the Board of County Commissioners, Auglaize County, Ohio. seconded the Resolution and upon the roll being called, the vote Commissioner resulted in the adoption of the Resolution as follows: Adopted this **BOARD OF COUNTY COMMISSIONERS** 23rd day of AUGLAIZE COUNTY, OHIO May, 2013 Don Regula John N. Bergman

cc: Judge Pepple

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS 408 NON-RESIDENTIAL MISDEMEANANT

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 <u>et seq</u>. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

NOW THEREFORE this Grant Agreement is made be	etween the State of Ohio. Department of
Rehabilitation and Correction, Division of Parole	and Community Services Bureau of
Community Sanctions, (hereinafter referred to	as Grantor) and the undersigned
representatives of <u>Auglaize County</u> Ol	nio, (hereinafter referred to as Grantee)
pursuant to authority in Section 5149.30 et seq. of the (Ohio Revised Code.

A Terms and Conditions:

The grant agreement is for the following programs:

D.,	O i O		
<u>Program Name</u>	Application Identifier	<u>A</u>	mount
PSI	PSI-App-2014-AuglaCPAPD-00071	S	28,263
		S	
		S	
		\$	
		\$	
		S	

- 2) This agreement is not effective until the date the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction electronically approves this agreement. The effective date will be indicated on the "Community Based Correction Act Program Grant Approval" letter.
- 3) The amount specified in paragraph A.1 is subject to legislative appropriation of the

Grantor's proposed Community NorResidential Programs subsidy (408) budget amount for Fiscal Year 2014 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2014 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

- 4) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.
- 5) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The program's tax identification numbers 34-6400073

- 7) Quarterly payments will be made by the Grantor BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY. This process will continue until the total grant award has been expended.
- 8) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are

FY14 CCA 408 Grant Agreement 2

incorporated herein by reference. The Grantee agrees to designate a fiscal agent to act on behalf of the Grantee.

- The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 10) This agreement may not be assigned or transferred by either party.
- 11) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 12) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
- 13) The program will make a reasonable effort to augment the funding received by the state. The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

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

14) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.

- 2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter. Pre-Sentence Investigation Grants are required to prepare financial reports semi-annually.
 - To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and **TERMINATION DATA** for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit. This section does not apply to Pre-Sentence Investigation Grants.
- 4) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and **TERMINATION DATA** at time intervals determined by the Grantor.
- 5) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

- 1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- 2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- 3) Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 201103K for Ethics.
- 4) In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.
- 5) Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

- 6) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- 7) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:
 - a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- 8) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.
- 9) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

- 1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
- 2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
- 3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
- 4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

E) Pre-Sentence Investigation Grants

- 1) The purpose of these grant programs is to provide the Common Pleas Court(s) with funding to hire an employee(s) or contract with an outside agency to conduct Pre-Sentence Investigation reports (PSI) that meet the statutory obligation of ORC code 2951.03. The employee(s) paid for within this grant shall only perform duties related to the completion of these reports.
- 2) All Pre-Sentence Investigation reports completed by the employee(s) or sub-contractor(s) paid within this grant must be emailed within 30 days of the sentencing/disposition date to the email account provided by the Grantor. The Pre-Sentence Investigation will then be uploaded into the Department of Rehabilitation and Correction PSI portal.
- 3) The employee(s) or sub-contractor(s) paid within this grant must receive training and certification for the Ohio Risk Assessment System and place all offender risk assessment data into the automated ORAS system.
- 4) The PSI writer(s) shall only complete PSI reports for the Common Pleas Court(s) listed in the application.
- 5) The Grantee shall submit an initial budget with this application and prepare a quarterly financial report. The financial report shall be submitted to the Bureau of Community Sanctions within thirty (30) days after the end of the quarter.

FOR THE GRANTOR:

Christopher Galli

Bureau of Community Sanctions	
•	
Sara Andrews	
Sara Andrews, Deputy Director	

Division of Parole & Community Services

FOR THE GRANTEE:

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

Dale	5-33-13	
County Commissioner	Date	
ABST-NT County Commissioner	Date	
Julian Ni Banginan		
County Commissioner	<u> </u>	
FOR THE GRANTEE:		
It is hereby certified that the agreement and has designate	ne County Executive has property and the undersigned to sign o	coperly agreed to the terms of this on behalf of the County Executive.
County Executive	Date	
	Date	
FOR THE GRANTEE:		
It is hereby certified that the to the terms of this agreeme City.	e Mayor or authorized City Int and has designated the u	representative has properly agreed undersigned to sign on behalf of the
Mayor	Date	

Date

NO.	3	- 0	4	Name of the last	
1,0.	 				

May 23, 201	2013 NO	-
SERVICE BOARD O	MATTER OF ENTERING INTO AN AGREEMENT WITH AUGLAIZE COUNTY EDUCE CENTER FOR SUMMER TRANSPORTATION AND AUTHORIZING THE PRESIDE OF COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT.	INT OF
	The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd	l day of May,
2013.		
Com	moved the adoption of the following: RESOLUTION	
	EAS the Auglaize County Commissioners need vehicles to provide summer transportation dents doing community service; and,	n for probation
	EAS the Auglaize County Educational Service Center has two school vans that are not being the summer months, and	eing used
WHERE	REAS the parties agree as follows:	
1.	1. The Auglaize County Educational Service Center hereby agrees to provide two school vans to County Commissioners for use by the Juvenile Court from June 4, 2013 through August 16, 2	o the Auglaize 2013; and,
2.	 The Auglaize County Commissioners agree to provide accident and liability coverage on the during the agreement. The Auglaize County Commissioners agree to return both vehicles in and good condition as they were received; and, 	two vehicles the same clean
3.	3. The Auglaize County Commissioners agree that the two vehicles will only be driven by authorized for transporting juveniles to and from summer work sites, and,	orized County
4.	4. The Auglaize County Board of Commissioners hereby agrees to pay the sum of \$2,000 for underlying these summer months of 2013; and,	ise of two vans
5.	5. Both parties reserve the right to sever this relationship if either feels that the agreement has b	een breached.
does l	THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize es hereby approve said agreement as presented by Auglaize County Educational Service Counter transportation as mentioned above; and,	County, Ohio, Center for
BE IT FO	FURTHER RESOLVED that the Board of County Commissioners does authorize the Fecute the said agreement with Auglaize County Educational Service Center.	resident to
Con resulted in	Commissioner seconded the Resolution and upon the roll being d in the adoption of the Resolution as follows:	g called, the vote
Adopted to	ay of AUGLAIZE COUNTY, OHIO	ERS
May, 201	2013	

ABSENT John N. Bergman

Douglas A. Spencer



Auglaize County Educational Service Center

Telephone: (419) 738-3422

Fax #: (419) 738-1267

www.auglaizeesc.org

AGREEMENT

Between the Auglaize County Board of Commissioners And the Auglaize County Educational Service Center

WHEREAS the Auglaize County Commissioners need vehicles to provide summer transportation for probation students doing community service and

WHEREAS the Auglaize County Educational Service Center has two school vans that are not being used during the summer months,

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

- The Auglaize County Educational Service Center hereby agrees to provide two school vans to the Auglaize County Commissioners for use by the Juvenile Court from June 4 through August 16. 2013;
- 2. The Auglaize County Commissioners agree to provide accident and liability coverage on the two vehicles during the agreement. The Auglaize County Commissioners agree to return both vehicles in the same clean and good condition as they were received;
- 3. The Auglaize County Commissioners agree that the two vehicles will only be driven by authorized County employees for transporting juveniles to and from summer work sites,
- 4. The Auglaize County Board of Commissioners hereby agrees to pay the sum of \$2,000 for use of two vans during these summer months of 2013; and
- 5. Both parties reserve the right to sever this relationship if either feels that the agreement has been breached.

DailM	ns.	05-16-13	
ACESC Superintendent Sig		Date	
1	Penletin 2013 - 051-I		

Auglaize County Board of Commissioners:

Auglaize County Educational Service Center:

Signature of Board of County Commissioners

5 - 23 - 13

Date