

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 24th day of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Commissioners' Office to increase the 2023 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, Board of Elections Fund:

Increase 001.0301.530300 (Supplies) by \$3,700.41.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2023 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yea
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer, yea
David Bambauer

cc: ✓ County Auditor
✓ County Administrator
✓ Board of Elections

County Commissioners Office
Auglaize County, Ohio
October 24, 2023

NO. _____ #23-512

IN THE MATTER OF RATIFYING THE EMPLOYMENT OF FAITH CHRISTY AS THE CSEA CASE MANAGER AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 24th of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that the vacant position of CSEA Case Manager has been posted and interviews conducted. Faith Christy has been selected to fill the position; and,

WHEREAS, Director Julie Gossard recommended that Ms. Christy to be hired to the position of CSEA Case Manager on November 1, 2023 at the pay rate per hour of \$18.18.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Faith Christy to the position so mentioned above in the Auglaize County Department of Job & Family Services; employment in accordance with the specifications as mentioned above.

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer yes
David Bambauer

cc: ✓ Auglaize County Department
of Job & Family Services
✓ Auditor
✓ Faith Christy

County Commissioners Office
Auglaize County, Ohio
October 24, 2023

NO. #23-513

IN THE MATTER OF AUTHORIZING THE RECORDING FEE FOR THE RECORDER'S SET-ASIDE FUND INCREASED TO \$6.00 FOR THE YEAR OF 2024.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of October, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Emily K. Schlenker, the Auglaize County Recorder submitted correspondence asking (1) that the current and previously established four dollars (\$4.00) fee for recording of each document be continued and (2) that an additional two dollars (\$2.00) fee for recording of each document be approved in addition to the already established fee; and,

WHEREAS, the Ohio Revised Code provides that the Board of County Commissioners shall approve such request if such request does not, in part, exceed a total of eight dollars (\$8.00) per document; and,

WHEREAS, the Ohio Revised Code provides that such additional fee can only be authorized for the following fiscal year.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the request of Auglaize County Recorder Emily K. Schlenker and does authorize the fee of \$6.00 per document to be in effect for placement in the Recorder's Set-Aside Fund for the period of January 1, 2024 through December 31, 2024.

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman yes

ABSENT
Douglas A. Spencer

David Bambauer
David Bambauer yes

cc: County Recorder
County Auditor

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th of October, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

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

<u>Prosecuting Attorney Fund:</u>		To:
Amount:	From:	001.0107.510100 (Salary Official)
\$ 40.00	001.0107.510200 (Salary employees)	
<u>Heritage Trails Park District Fund:</u>		To:
Amount:	From:	946.0946.531000 (Professional Service) 946.0946.530700 (Travel)
\$350.00	946.0946.531000 (Professional Service)	

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

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman, yes

ABSENT
Douglas A. Spencer

David Bambauer
David Bambauer, yes

cc: County Auditor
Prosecuting Attorney
HTPD

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE HEALTHY AGING GRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGING AND AUGALIZE COUNTY BOARD OF COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted resolution number #23-494 on October 10, 2023, authorizing the submittal of a grant application to the Ohio Department of Aging (ODA), in the amount of \$169,368.23 for the Healthy Aging Grant funds; and,

WHEREAS, the Board has received the grant agreement from the Ohio Department of Aging that its application for funding has been approved; and,

WHEREAS, the Ohio Department of Aging has provided the Board with the grant agreement for the execution 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, John N. Bergman, to execute the Ohio Department of Aging Grant Agreement for \$169,368.23.

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

Attachment

cc: Ohio Department of Aging
Auditor
JFS



ODA TN 2023-234

Grant Agreement between the Ohio Department of Aging and Auglaize County Board of Commissioners Healthy Aging Grants

This grant agreement (Agreement) is entered into by and between the Ohio Department of Aging (ODA), located at 30 E Broad St, 22nd Floor, Columbus, OH 43215 and the Auglaize County Board of Commissioners (Recipient), located at 209 South Blackhoof Street, Room 201, Wapakoneta, OH 45895, collectively the "Parties."

1. **Purpose:** ODA hereby grants funds to Recipient who shall use these funds solely to support the program(s) outlined in **Attachment A** of this Agreement. **Attachments A, B, C, D, and E** are an integral part of this Agreement and are considered incorporated fully within this Agreement.

Funding Amount: The amount of funds being awarded to Recipient through this Agreement is defined in **Attachment A** of this Agreement. Funding level approvals, and/or changes, for this Agreement will be identified and communicated in one or more Notice of Grant Award (NGA). The initial NGA shall be distributed on execution of this Agreement.

2. **Funding Source and Certification of Funds:** The original source of funds being awarded to Recipient through this Agreement is defined in **Attachment A** to this Agreement.

Recipient agrees ODA's obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement and the Director of the Ohio Office of Budget and Management has certified the availability of such funds as required by Ohio Revised Code (ORC) 126.07.

If at any time and without prior notice the Director of ODA informs Recipient in writing that sufficient funds are no longer available for the purposes of this Agreement, Recipient shall not obligate additional costs against the award or perform program activities and, except for closeout, reporting and audit activities, shall cease all activity associated with the Agreement as of the date of notification.

3. **Grant Period:** Funds may be obligated and spent according to the dates specified in paragraph 5(f) of this Agreement. Recipient may not obligate funds prior to the beginning of the approved grant period. Recipient may make obligations up to the amount approved on the NGA for the given period.

This Agreement shall be effective on the last date signed by the Parties and shall expire on October 31, 2024. The obligations of Recipient regarding reporting, closeout, and record keeping shall remain in effect until met.

4. **Reporting:** Recipient shall submit reports as required in **Attachment A** of this Agreement.

Recipient's failure to submit programmatic and financial reports on time may be the basis for withholding payments, suspension, termination, or denial of continued funding.

30 E Broad St, 22nd Floor
Columbus, Ohio 43215-3414 U.S.A.

Main: 1-800-266-4346
Fax: 614-466-5741
aging.ohio.gov

Vision: Ohio - The best place to age in the nation

Mission: Foster sound public policy, research, and initiatives that benefit older Ohioans

Recipient shall be responsible for the accuracy and completeness of all information contained within technical and financial reports submitted to ODA.

5. **Payment:** Funds awarded pursuant to this Agreement will be paid on the advance basis as indicated in **Attachment A**, to Recipient on request made in the format required by ODA. Funds may not be requested earlier than the first day of the grant period. Recipient shall use the appropriate Request for Funds (RFF) form and submit the requests pursuant to the schedule provided by ODA.

a. Recipient understands ODA may limit subsidy payments pursuant to Ohio budgetary requirements, including limitations on available allotment amount or frequency of request. Requests not meeting the budgetary requirements may be returned for revision or updated by ODA with communication to Recipient, in the sole discretion of ODA. ODA will provide Recipient notice documenting the areas requiring revision or update and will outline the requirements necessary for payment.

If Recipient does not perform any of its obligations under this Agreement, ODA will provide Recipient with notice documenting the areas requiring remediation. Recipient shall provide ODA a written corrective action plan detailing the timeline for deficiency correction and specific steps to correct the deficiency. ODA, in its sole discretion, may delay payment pending corrective action or if Recipient fails to satisfy the corrective action plan in a timely manner.

b. If the RFF due date falls on a Saturday, Sunday, or ODA designated holiday, the report shall be due the following business day.

c. The completed RFF with all required Recipient signatures shall be submitted to ODA via ODAinvoices@age.ohio.gov.

d. Recipient shall submit a final RFF form with a trial balance for the grant period with all balance sheets and income statement accounts as backup documentation no later than October 31, 2024.

The final RFF form shall include supplemental worksheets supporting the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets shall include identification of the account codes and a detailed crosswalk to permit backup documentation to be linked to the figures on the final RFF form. Submission of this documentation does not preclude ODA from requesting Recipient to demonstrate the process used to develop the reported figures.

In the event of early termination, Recipient shall submit the final RFF within thirty (30) days after the effective date of the early termination.

e. By accepting funds under this Agreement, Recipient agrees to comply with all applicable provisions of Section 209.30 Healthy Aging Grants of Ohio Amended Substitute House Bill 33 (135th General Assembly); the American Rescue Plan Act P.L. 117-2 (ARPA) including, but not limited to, section 9901 Coronavirus State and Local Fiscal Recovery Funds of P.L. 117-2 (March 11, 2021); 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds; and guidance issued by the U.S. Department of the Treasury regarding the foregoing, including restrictions on use that apply to each of the eligible use categories. In addition, Recipient certifies that it shall comply with all applicable requirements contained in the Terms and Conditions attached hereto and incorporated herein as **Attachment E**. Recipient acknowledges

and agrees that any funds provided under this Agreement not spent in accordance with the intent and purpose of this Agreement shall be returned in full to ODA.

- f. Recipient agrees that any disbursement of funds must be OBLIGATED or EXPENDED for eligible uses between October 1, 2023, and June 30, 2024. Recipient agrees that all funds, including any further disbursement(s) must be EXPENDED for eligible uses by September 30, 2024. All reports, documentation, and remaining funds shall be returned to ODA no later than the close of business on October 31, 2024. Recipient agrees to meet performance requirements. Recipient shall return any remaining funds if at least fifty percent (50%) of the funds is not OBLIGATED or EXPENDED by March 31, 2024, as submitted in a quarterly report filed by April 10, 2024, and subject to the discretion of ODA. Recipient acknowledges and agrees that funding under this Agreement and Recipient's use of funds provided under this Agreement is subject to recoupment by the U.S. Department of Treasury and/or ODA for Recipient's failure to use funds in strict compliance with the requirements of ARPA, U.S. Department of Treasury's regulations and guidance, and all other applicable federal, state and local laws, rules, regulations, executive orders or guidance governing the funds provided under this Agreement. The provisions of this section do not prohibit ODA from exercising any other rights or remedies available to it under federal or state law. If funds are returned to ODA, Recipient shall indicate the source and program period of those funds. Funds shall be returned by Automated Clearing House (ACH) pursuant to instructions from ODA or by check payable to the "Treasurer, State of Ohio" and mailed to the following address:

Ohio Department of Aging
Attn: Fiscal Division
30 E Broad St, 22nd Floor
Columbus, OH 43215

6. Core Assurances for this Agreement:

Recipient, as consideration for award of this Agreement from ODA, hereby agrees to all the following standard assurances and requirements:

Recipient:

- a. Shall comply with all ODA policies and procedures and all applicable local, state and federal laws, rules, regulations and executive orders governing the use of the funds awarded through this Agreement.
- b. Except as otherwise required by federal law, agrees all expenses charged or allocated to this grant shall be reasonable, allowable and allocable to this grant, as those terms are defined by the United States Office of Management and Budget (OMB) for purposes of the federal grants awarded by the United States government.¹
- c. Agrees all expenses incurred or allocated under this Agreement shall be supported by appropriate and sufficient supporting documentation, including but not limited to, worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with recipient's established procurement procedures.
- d. Shall maintain all records relating to costs and work performed, including but not limited to supporting documentation, in the same manner as required by Recipients of

¹ OMB Uniform Administrative Guidance for Federal Awards (2 CFR part 200)

the United States government,²; the American Rescue Plan Act (ARPA) P.L. 177-2 (March 11, 2021), including but not limited to section 9901 Coronavirus State and Local Fiscal Recovery Funds; U.S. Department of Treasury regulations implementing ARPA (including but not limited to 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds); and guidance regarding the eligible uses of funds. All records shall be maintained during the grant period and for five (5) years after all funds have been expended or returned to Treasury by ODA, whichever is later. Recipient shall make all records available in a timely manner for unrestricted review or audit by the State of Ohio³, the federal awarding agency, Federal Comptroller General, Federal Inspectors General, or duly authorized law enforcement officials, or any of their duly authorized representatives in accordance with 2 CFR 200.337. If a review or audit is initiated before the expiration of the retention period, Recipient shall retain all records until notified by ODA pursuant to 2 CFR 200.334 (b). Recipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records. Recipient shall comply with all applicable provisions of 2 CFR 200 Subpart F.

- e. Recipient recognizes and agrees this Agreement, and any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Such records shall be made freely available to the public unless ODA determines, pursuant to state or federal law, such materials are confidential and/or otherwise exempt from disclosure. Recipient shall comply with any direction from ODA or other agency with requisite legal authority to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information if so ordered.
- f. Shall establish, maintain, and provide to ODA such statistical and/or program reports as are required by the laws, regulations, and policies of the United States government; the State of Ohio and/or ODA, and in the manner specified by ODA;
- g. Shall comply with ODA grant closeout procedures, including requirements to return excess funds or disallowed costs as part of the final RFF submission, monitoring findings or audit conducted by federal or state auditors;
- h. Shall comply with single audit requirements found at 2 CFR Part 200 Subpart F.
- i. Agrees neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of Recipient or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person. Recipient further agrees that neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and

² 2 CFR 200.334

³ The State of Ohio includes, but is not limited to, ODA, the Ohio Office of Budget and Management, the Ohio Auditor of State (including Independent Public Auditors working on behalf of the Ohio Auditor of State), Ohio or Federal Inspectors General or duly authorized law enforcement officials.

federal law. Recipient shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. Recipient shall adopt a written non-discrimination policy which shall be distributed to each of Recipient's providers, beneficiary, subcontractors and/or subrecipients. Recipient agrees to comply with the requirements contained in Attachment E to this Agreement. To the extent the terms contained in Attachment E conflict with the provisions of this section, the language contained in Attachment E shall prevail.

Recipient agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in Attachment E to this Agreement, and agrees to comply with and incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964, as amended, and its regulations between Recipient and Recipient's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 et seq. and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

- j. Certifies Recipient understands federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. Recipient certifies that no personnel or other official, employee, agent or contractor 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 said 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. Recipient shall immediately disclose in writing to ODA any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless ODA determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest;

- k. Shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal

drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property;

- l. Shall notify ODA, in the event a legal action is initiated by a consumer or other third-party against Recipient and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action;
- m. Shall comply with the Trafficking Victims Protection Act in all respects;
- n. Certifies it is not subject to an "unresolved" finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and Recipient shall immediately repay any and all funds received under the Agreement;
- o. Affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;
- p. Shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of ODA. Any assignment or delegation not consented to by ODA may be deemed void;
- q. Certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;
- r. Recipient certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Recipient on the performance of the work authorized by this Agreement. Recipient agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of ODA or the State of Ohio by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from ODA or the State of Ohio to any public employee retirement system as a result of this Agreement;
- s. Recipient certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;
- t. Covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and
- u. Covenants that it has made no false statements in the process of obtaining a grant of funds. If Recipient has knowingly made a false statement to obtain a grant of funds, Recipient shall be required to return all funds to ODA immediately.

7. Federal Grant Specific Provisions

If the funding source listed in **Attachment A** is identified as federal, Recipient shall also comply with the following specific provisions:

- a. **HHS Grants Policy Statement:** To the extent applicable, based on the purpose and funds awarded under this Agreement, this Agreement is subject to the requirements of the U.S. Department of Health and Human Services (HHS) Grants Policy Statement (HHS GPS).
- b. **Compliance with Uniform Guidance:** Recipient shall comply with all applicable requirements contained in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and/or as adopted by the Federal Awarding Agency identified in Attachment A to this Agreement and all applicable appendices. This shall include but not be limited to, 2 CFR 200.337 (45 CFR 75.335) and all applicable provisions contained in Appendix II to 2 CFR Part 200 (45 CFR Part 75).
- c. **United States v. Windsor:** In the provision of services funded through this subaward, Recipient shall recognize the validity of any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes same-sex marriages, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Accordingly, Recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, or regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described in this paragraph.
- d. **SAM/UEI Requirements:** Recipient shall update and maintain its annual registration with the Federal System for Award Management (SAM), and shall ensure its SAM registration and UEI information are both current, throughout the term of this Agreement.
- e. **Salary Limitations:** Any applicable statutory or regulatory requirements, including 2 CFR Part 200 (45 CFR Part 75), directly apply to this Agreement apart from any coverage in the HHS GPS. Recipient shall not use funds awarded through this Agreement to pay the salary of an individual at a rate in excess of Executive Level II.
- f. **Gun Control:** None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- g. **Restriction on Distribution of Sterile Needles:** No funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- h. **Blocking Access to Pornography:** None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this paragraph shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- i. **Never Contract with the Enemy:** Recipients receiving funds covered by 2 CFR Part 183 shall comply with all applicable requirements of 2 CFR part 183 and hereby certify they will not directly or indirectly provide funds (including goods and services) received under a covered grant to restricted or prohibited persons or entities and have exercised due diligence to ensure no funds (including goods and services) received under a covered grant will be provided directly or indirectly to restricted persons or entities. Recipients of covered funds shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VII of the NDAA for FY 2015, unless the federal awarding agency provides written approval to continue the subaward or contract. ODA may terminate or void this Agreement, in whole or in part, if it or the federal awarding agency becomes aware that Recipient failed to exercise due diligence as required by 2 CFR Part 183; or if ODA or the federal awarding agency becomes aware that any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the United States Armed Forces are actively engaged in hostilities. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement.
- j. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Recipient shall comply with all applicable requirements contained in 2 CFR 200.216 regarding obligation or expenditure of funds appropriated under this Agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as defined by 2 CFR 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- k. **Domestic Preference for Procurement:** To the extent consistent with law, Recipient shall, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States as defined by 2 CFR 200.322. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement. Recipient shall comply with all applicable requirements contained in 2 CFR 200.322.
- l. **Statutory and National Policy Requirements:** Recipient shall ensure that all grant funds received under this Agreement are expended and associated programs are implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to: those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination in compliance with the requirements of 2 CFR 200.300.
- m. **Change in Key Personnel:** Recipient shall comply with 2 CFR 200.308, which requires recipients of federal funds to request approval from the grantor for a number of changes related to the grant, including a change in key personnel identified in the application for federal funds or in the grant award. Change in key personnel includes replacement or change in status, such as an absence for any continuous period of three (3) months or more, or reduction of time devoted to the project by twenty-five (25) percent or more from the level in the approved application.
- n. **Lobbying:** Recipient is subject to the restrictions on lobbying set forth in 31 USC 1352 and 31 CFR Part 21. By signing this Agreement, Recipient certifies, to the best of its knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. Recipient shall require that the language of this section be included in the award documents for all lower-tiered subgrant agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all lower-tiered subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which reliance was placed when this Agreement was entered into by ODA. This certification is a prerequisite for making or entering into this Agreement and is imposed by 31 USC 1352 and 31 CFR Part 21. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- o. **Rights to Inventions:** If this agreement meets the definition of "funding agreement" under 37 CFR 401.2(a) for the performance of experimental, developmental or research work and Subrecipient is a small business firm or nonprofit organization, Recipient shall comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Federal Agency identified as the Federal Awarding Agency in Attachment A.

- p. **Stevens Amendment:** Recipient shall comply with the Stevens amendment in all respects and shall include the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other supported publications and forums describing projects or programs funded in whole or in part with funding provided under this Agreement: "This project [is being] [was] supported, in whole or in part, by federal award number awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury. The Governor and General Assembly further approved the use of these funds for Healthy Aging Grants through H.B. 33."

8. Miscellaneous Provisions:

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including matters of validity, construction, effect, and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Franklin County Ohio, and Recipient hereby irrevocably consents to such jurisdiction.

- b. **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed on in writing and signed by both Parties, or unless otherwise required by law.
- c. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a 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.
- d. **Attachments:** All Attachments and Exhibits referenced herein are hereby incorporated into this Agreement.
- e. **Binding Effect:** Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding on and inure to the benefit of the respective successors and assigns of ODA and Recipient.
- f. **Debarment:** By signing this Agreement, Recipient certifies and warrants to ODA that, to the best of Recipient's knowledge and belief, Recipient and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency and are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) "Debarment and Suspension";
 - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (2) of this certification; and
 - iv. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If this certification and warranty is found to be false, this Agreement is void *ab initio*, and Recipient shall immediately repay any funds paid under this Agreement.

9. **Executive Orders:** Recipient affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in **Attachment B**.

h. **Confidentiality of Information:** Recipient shall not use any information, systems, or records made available to Recipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, Recipient specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by Recipient for the work under this Agreement. Recipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. Recipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, Recipient agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), Recipient shall adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by Recipient. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), Recipient shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

i. **Whistleblower Provisions:** The terms of 48 CFR 3.908 apply to this Agreement. Recipient shall not discharge, demote, discipline or otherwise discriminate against any employee of Recipient as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of ODA or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the Recipient and its staff. Recipient shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.

j. **Records:** ODA and Recipient agree compliance to submit program and financial information is critical to this Agreement. Therefore, Recipient shall provide such information as requested by ODA within ten (10) business days of receipt of ODA's request and that failure of the Recipient to comply with this provision could result in immediate suspension of payments or termination of this Agreement by ODA. ODA and Recipient agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.

k. **Environmental:** Recipient shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and

regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). Recipient shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

l. **EEO:** Recipient shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.

m. **ADA:** Recipient shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).

n. **Force Majeure:** Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- ii. Provide detailed information of the force majeure event; and,
- iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

9. Termination:

a. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice of termination. ODA shall not be liable for any withdrawal close-out costs that are borne by Recipient. Recipient shall have thirty (30) days to return all unused grant funds.

b. ODA may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or on discovery of noncompliance with any term of this agreement or any federal or state law, rule, executive order, or regulation governing the work to be performed by Recipient under this Agreement, including failure to effectuate the program goals or agency priorities, as determined by ODA or the federal awarding agency, pursuant to 2 CFR 200.340. In the event of termination pursuant to this paragraph, ODA shall send a written notice of termination specifying the reason for the termination to Recipient as soon as possible after ODA becomes aware of the need for termination. Recipient's breach or violation of the

terms of this agreement may result in imposition of administrative, contractual or legal remedies, including sanctions and penalties as appropriate and/or provided by law.


c. A failure on the part of ODA to insist on strict performance, to seek a remedy of any one of the terms and conditions of this Agreement, or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute, nor be construed as, a waiver or relinquishment for the future of such term, condition right, remedy, or election. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate, cumulative rights or remedies that either party may have at law, in equity, or otherwise.

d. The notice required to be given under subparagraphs a. or b. of this section shall either be hand delivered, or sent by the United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:

- i. If to ODA: Ohio Department of Aging
Attention: Chief Fiscal Officer
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215-3414
- ii. If to Recipient: Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, OH 45895

10. **Amendment:** This Agreement may be amended, provided that any such amendment is in writing and signed by both Parties. It is agreed, however, that any amendment to the laws, rules, regulations, or policies cited or referenced herein will result in a correlative modification of this Agreement, without the necessity for executing a written amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below:


John Bergman
Commissioner
Auglaize County Board of Commissioners

10.24.2023
Date

Ursel J. McElroy
by Matt Lampke

Digitally signed by Ursel J.
McElroy by Matt Lampke
Date: 2023.10.24 13:05:38
-04'00'

Ursel J. McElroy, Director
Ohio Department of Aging
Date

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM GRANT AGREEMENT FOR PROGRAM YEAR 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted resolution number #23-289 on June 6, 2023, authorizing the submittal of a grant application to the Ohio Department of Development (ODOD), in the amount of \$198,000.00 in Community Development Block Grant (CDBG) Community Development Allocation funds; and,

WHEREAS, the Board has received notice from the Ohio Department of Development that its funding request has been approved for the following projects:

- Village of Minster ADA Sidewalk Improvements \$144,900.00
 - Moulton Township – Demolition / Clearance Administration \$13,500.00
 - Fair Housing Program \$31,600.00
- \$8,000.00; and,

WHEREAS, the Ohio Department of Development has provided the Board with the grant agreement for the execution 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, John N. Bergman, to execute the Community Development Block Grant (CDBG) Allocation Program Grant Agreement for PY 2023 (B-F-23-1AF-1).

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

Attachment

cc: Ohio Department of Development
Kleinfelder
Auditor

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State of Ohio Community Development Block Grant (CDBG) Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee") for the period **September 1, 2023 to October 31, 2025**.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor's agreement with HUD to receive and disburse said funds is Grant Number B-23-DC-39-0001 for the period beginning July 1, 2023, and ending Sept. 1, 2029.
- C. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer, and disburse block grant funds for community and economic development activities to units of general local government in non-entitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- D. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

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 **\$198,000** (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 and the application. 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 the work described in this Agreement. Within a reasonable period, 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.

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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. All interest earned on the Grant Funds shall be remitted to the U.S. Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and 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 delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that 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. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
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 that is 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 **OCD 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/OCDTAs/>, 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** and **Attachment E: Local Government Certifications to the State**, which are 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

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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.
11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
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 aforementioned 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 aforementioned classes. Grantee will incorporate the requirements of this paragraph in all 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. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all

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contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall be responsible for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. 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 17, 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.
- 16. 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.
- 17. 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.
 - iv. Cancellation of the grant of funds from HUD.
 - 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. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

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- 18. 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.
- 19. 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.
- 20. 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 their 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, their participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
- 21. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that 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.
- 22. 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 if 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 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.

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- 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.
- 23. Outstanding Liabilities.** Grantee represents and warrants that 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.
- 24. 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 **ORC 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 **ORC 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 **ORC 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.
- 25. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 26. Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as defined in **2 CFR Part 180 and 2 CFR 2424**.
- 27. 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

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against Grantor or the State of Ohio involving, directly or indirectly, any matter in any 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 Development
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 **OCD 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 subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 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 that 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 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:

John N. Bergman

Printed Name:
John N. Bergman

Printed Name:

Title:
President

Title:

Date:
October 24, 2023

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	Auglaize
Phone	(419) 739-6710
UEIN	M6N6K22WVQ36
FTI Number	34-6400073

Grant Information	
CFDA	14.228
Program	Community Development Program
Grant Number	B-F-23-1AF-1
Grant Award	\$198,000

Grant Dates	
Award Date	September 1, 2023
Work Completion Date	August 31, 2025
Draw Date	September 30, 2025
Grant Completion Date	October 31, 2025

Project Description	
<p>Auglaize County will complete two projects with its PY 2023 Allocation. The first project will install curb cuts and ramps for accessibility in the Village of Minster. This project will benefit approximately 200 residents in the neighborhood who are severely disabled. The village commits an additional \$193,460 funds towards completion of this project for a total of \$338,360. The second project is demolition of a slum and blighted property in the Village of Moulton. CDBG will also be used for grant administration and the implementation of a Fair Housing program.</p>	

Source of Funds					
Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Village of Minster	\$193,460	Other Funds	Grant		
Grant Funds	\$198,000				

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Awarded Program Budget					
Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount	
1-Minster ADA Sidewalk Improvements/ 1-Sidewalk Improvements	\$338,360	\$144,900	\$193,460	Village of Minster	
2-Administration/Fair Housing/ 1-Fair Housing Program	\$8,000	\$8,000	\$0		
2-Administration/Fair Housing/ 2-General Admin	\$31,600	\$31,600	\$0		
3-Moulton Township Demolition/ 1-Demolition / Clearance	\$13,500	\$13,500	\$0		
Total Awarded:	\$391,460	\$198,000	\$193,460		

Administration/Fair Housing	LMI Benefit	Public Service
19.99 %	91.4700 %	0.00 %

Program Data			
Program Location	Beneficiaries	LMI Percent	National Objective
Minster ADA Sidewalk Improvements	200	100.00 %	Limited Clientele (LMC)
Moulton Township Demolition	1,690	24.26 %	Slum & Blight (SBA)

Service Area			
Project Name	Activity Qualified	Census Tract Number/ Benefitting Jurisdiction	Block Group Number
1-Minster ADA Sidewalk Improvements	NA	Minster	ALL
3-Moulton Township Demolition	Slum & Blight (SBA)	Moulton township	ALL

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Program Outcomes	
Program Location	Projected Outcomes
1-Project Sidewalk Improvements	27 Curbcuts Installed
1-Project Sidewalk Improvements	278 Linear Feet
1-Project Sidewalk Improvements	975 Linear Feet of Curbs
2-Administration Fair Housing Program	1 Standard Fair Housing Program
3-Project Demolition / Clearance	1 Structures Demolished

Date: OCTOBER 24, 2023

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: CHANGE ORDER 1 FOR THE MERCER WILDLIFE AREA PHASE 2 -WETLANDS
PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 24th day of October, 2023, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Buschur, and Mr. David Bambauer. Mr. John Bergman and Mr. Doug Spencer were absent.

Mr. Muhlenkamp moved the adoption of the following:

RESOLUTION

WHEREAS, on September 27, 2022, the Board of Directors of Grand Lake St. Marys LFA awarded the contract for the Mercer Wildlife Area Phase 2 – Wetlands Project to Kahlig Dozing & Excavating, LLC in the amount of two hundred twenty thousand five hundred 00/100 dollars (\$220,500.00); and

WHEREAS, the LFA Board is in receipt of Change Order 1 for said project; the change order is to add for: mini-hoe hours/labor, 8” gate valve and box valve, 8” Schedule 40 tile, Type D Rip Rap, and grass mix; and

WHEREAS, the contract is changed as follows:

Original Contract Sum:	\$220,500.00
Net Change by Change Order:	<u>8,554.00</u>
Contract Sum to Date:	\$229,054.00

NOW, THEREFORE, BE IT RESOLVED, by the Grand Lake St. Marys LFA Board that:

- 1) The Board of Directors hereby approves Change Order 1 for the Mercer Wildlife Area Phase 2 – Wetlands Project; and,
- 2) The revised contract sum for said project is two hundred twenty-nine thousand fifty-four and 00/100 dollars (\$229,054.00).

Mr. Buschur seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

<u>Jerry Laffin</u> , <u>yes</u>	<u> </u>
Mr. Jerry Laffin	Absent
<u>Rick Muhlenkamp</u> , <u>yes</u>	<u> </u>
Mr. Rick Muhlenkamp	Mr. Douglas Spencer
<u>David Buschur</u> , <u>yes</u>	<u> </u>
Mr. David Buschur	Absent
	Mr. John Bergman
	<u>David Bambauer</u> , <u>yes</u>
	Mr. David Bambauer

Motion carried.

Adopted this 24th day of October, 2023.

ATTEST:

Kim Everman

Kim Everman, Clerk
Board of Mercer County Commissioners