

IN THE MATTER OF ENTERING INTO A VEHICLE LEASE AGREEMENT AND A MEMORANDUM OF UNDERSTANDING (MOU) FOR COLT TRANSPORTATION SERVICES WITH LIMA ALLEN COUNCIL ON COMMUNITY AFFAIRS (LACCA) AND AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE SAID VEHICLE LEASE AGREEMENT AND THE PRESIDENT OF BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID MOU.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS the Board of Auglaize County Commissioners is concerned that there be transportation services available in Auglaize County and since Ohio law allows the County to “participate in, give financial assistance to, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States, or with any such agency or organization that is receiving federal funds pursuant to a federal program” (See O.R.C. 307.85); and,

WHEREAS the Board of Auglaize County Commissioners was presented a Memorandum of Understanding (MOU) with Lima Allen Council on Community Affairs (LACCA) for COLT Transportation Services for the purpose of coordinating transportation services for Auglaize County residents; and,

WHEREAS LACCA is in need of two (2) additional transportation vehicles to help accommodate such transportation services; and,

WHEREAS the parties agree as follows:

1. The two (2) transportation vehicles being lease to LACCA are for the COLT Transportation Services program; and,
2. Fair Market Value of the 2003 Chrysler Town and Country is \$14,420.00 which equals a monthly lease of \$100 per month and Fair Market Value of the 2005 Dodge Caravan is \$23,610.00 which equals a monthly lease of \$150 per month; totaling a \$250.00 monthly lease for both vehicles which will be donated as In-Kind to LACCA; and,
3. For the consideration of the one dollar (\$1.00), LACCA shall have the use of the vehicles for one (1) year from the first date listed below. This lease will automatically renew unless either party provides the other with thirty (30) days written notice of intent to terminate the lease without renewing. If at any time LACCA ceases to maintain the COLT Transportation Services program, this lease will automatically terminate.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners does authorize the President to execute the said Memorandum of Understanding (MOU) with LACCA COLT Transportation Services for transportation services for Auglaize County residents; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and hereby execute said agreement as presented by Lima Allen County on Community Affairs (LACCA) for two (2) transportation vehicles for the COLT Transportation Services program as mentioned above; and,

BE IT STILL FURTHER RESOLVED that the vehicle lease agreement and the MOU will become part of this resolution.

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

Adopted this
15th day of
September, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

John N. Bergman Yes
John N. Bergman

Vehicle Lease

On the first date listed below, the Auglaize County Commissioners (the "County") located at 209 S. Blackhoof St. Suite 102 Wapakoneta, Ohio, 45895 and Lima Allen Council on Community Affairs (LACCA) located at 540 South Central Lima, Ohio 45804, entered into the following Lease Agreement:

Since the County is concerned that there be transportation service available in Auglaize County; Since Ohio law allows the County to "participate in, give financial assistance to, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States, or with any such agency or organization that is receiving federal funds pursuant to a federal program" (See O.R.C. 307.85)

NOW THEREFORE the parties agree as follows:

1. The (2) transportation vehicles being leased to LACCA are for the COLT Transportation Services program and are identified by:
VIN # 2C8GP44313R321494
VIN # 1D4GP24R15B143097
2. Fair Market Value of 2003 Chrysler T & C VIN # 2C8GP44313R321494 is \$14,420.00 which equals a monthly lease of \$100.00 a month;
Fair Market Value of 2005 Dodge Caravan VIN # 1D4GP24R15B143097 is \$23,610.00 which equals a monthly lease of \$150.00 a month; totaling a \$250.00 monthly lease for both vehicles which will be donated as In-Kind to LACCA.
3. For the consideration of the one dollar (\$1.00), LACCA shall have the use of the vehicles for one (1) year from the first date listed below. This lease will automatically renew unless either party provides the other with thirty (30) days written notice of intent to terminate the lease without renewing. If at any time LACCA ceases to maintain the COLT Transportation Services program, this lease will automatically terminate.
4. The vehicles will be titled in the name of Auglaize County; LACCA shall register the vehicle as they normally register a vehicle leased by them. LACCA shall have the right of use and quiet enjoyment of the vehicle in compliance with the MOU with the county.
5. For the duration of this Lease Agreement, the County transfers to LACCA any warranties made to it by the manufacturer or supplier of the vehicle.

6. LACCA will keep the vehicle insured under a vehicle insurance policy that is satisfactory to the County, appropriate for transportation service vehicles, and otherwise required under the MOU with the County and this Lease Agreement. At a minimum, such insurance must cover theft, damage to and loss of use of the vehicles, and all other claims arising out of or related to the use of the vehicles by LACCA directly or indirectly, including but not limited to, property and bodily injury, including death, and claims from agency employees, officials, agents and customers excepting only claims arising out of gross negligence of Auglaize County or its officials, employees, and volunteers. It must also meet the following requirements:

- LACCA's insurance company must have Best ratings of at least A- and at least VI
- The insurance company must name Auglaize County along with its officials, employees, and volunteers, each as an additional insured and loss payee, with an auto liability limit of at least \$3,000,000 per occurrence, and must also fully comply with all other insurance requirements found in the MOU between the County and LACCA.
- The insurance will have no cross insured restrictions.
- The insurance will have Comprehensive and Collision insurance with deductible no more than \$2,500.
- Theft coverage must cover up to fair market value of the vehicles.
- The insurance company must provide the County with thirty (30) days notice of cancellation or material change.
- The County reserves the right to require LACCA to provide additional insurance at the written request of the County. Upon such request, LACCA shall immediately obtain additional insurance as is satisfactory to the County. If such insurance cannot be obtained within the time period satisfactory to the County, the lease shall terminate immediately without further obligation of either party.
- The parties agree that any insurance purchased by Auglaize County will insure only Auglaize County and will be secondary to the insurance coverage provided by LACCA.

7. If the vehicles covered by this lease are stolen or destroyed, LACCA shall do the following in lieu of delivering the vehicle at the end of this Lease Agreement:

- It shall notify the County of the destruction or theft of the vehicle in writing at the address listed in this Lease Agreement.
 - It shall notify its insurance provider of the destruction or theft of the vehicle.
 - Upon receipt by LACCA of the insurance proceeds for the destruction or theft of the vehicle, LACCA shall convey the proceeds to the County, the County shall accept that payment from the insurance covering the vehicle as full compliance with this Lease Agreement.
 - LACCA will be responsible to keep the vehicles in good working order. In the event the vehicle is damaged, LACCA will remain responsible for its repair.
 - At the end of this Lease Agreement, LACCA shall return the vehicle to the County at the address listed above, unless both parties agree otherwise in writing.
8. To the fullest extent allowable by law, LACCA understands and agrees to indemnify and hold harmless the County, along with its officers, employees, and volunteers, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from LACCA or its employees, agents, volunteers, assigns, or customers, actions or omissions relating to the use of the leased vehicles.
9. The parties agree that if any provisions of this Lease Agreement is found to be unenforceable by any court, the remaining provisions of the Lease Agreement will remain in full force and effect. The parties further agree that this Lease Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
10. This Lease Agreement constitutes the entire agreement between the parties and any changes or modifications to the Lease Agreement shall be by agreement of the parties in writing and attached hereto.

Executed in duplicate.

Signed this 28 day of August, 2015

Lessor, the Auglaize County Commissioners:

Don Regula
Don Regula, Commissioner

Doug Spencer
Doug Spencer, Commissioner

John Bergman
John Bergman, Commissioner

Lessee, Lima Allen Council on Community Affairs

[Signature]
Signature of Authorized Representative

Sacquelina Fox, CEO
Printed name and Title

COUNTY AUDITOR CERTIFICATE

It is hereby certified that the amount required to meet the contractual agreement, obligation, payment, or expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in the process of collection free from any obligation of certificate now outstanding, as required by 5705.41 (D) of the Ohio Revised Code.

Dated: 9/16/15

Janet Schuler
Janet Schuler, County Auditor



Lima Allen Council on Community Affairs

540 South Central Avenue
Lima, Ohio 45804

(419) 227-2586
Fax: (419) 227-7626
http: www.lacca.org

**LACCA COLT Transportation Services
Memorandum of Understanding**

This agreement is entered into this day between Lima Allen Council on Community Affairs / LACCA COLT Transportation Services and Auglaize County Commissioners for the purposes of coordinating transportation services for Auglaize County residents.

LACCA CTS will:


- Provide safe and timely transportation ensuring clients arrive at their appointments and work locations on time regardless of location
- Maintain regular communication with Auglaize County Commissioners regarding transportation, transportation approvals, availability, changes in transportation fees, and other services not mentioned
- Maintain confidentiality and privacy of clients

Auglaize County Commissioners will:

- Refer Auglaize County residents to LACCA COLT Transportation Services for transportation needs
- Maintain regular communication and coordination of services with LACCA
- Contact LACCA CTS regarding any vehicle recalls or compliance concerns that the county is made aware of regarding the vehicles being leased to LACCA

The terms of this MOU are effective July 1, 2015 and remain in effect until terminated by either party. Either party may terminate this agreement by notifying either party in writing of such action at least 30 days prior to cessation of agreed upon responsibilities.

Lima Allen Council on Community Affairs _____ Date

 _____ 9/15/15
Auglaize County Commissioner Douglas A. Spencer Date
BOCC President BOCC President

An Equal Opportunity Employer/Provider

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE AUGLAIZE COUNTY JAIL SEWER & DRAIN CURED-IN-PLACE PIPE LINING PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September 15, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, bid specifications have been drafted for the Auglaize County Jail Sewer & Drain Cured-in-place Pipe Lining Project; and,

WHEREAS, the Board of Commissioners, Auglaize County, Ohio, wishes, at this time, to set a date and time to receive and publicly open bids for said Auglaize County Jail Sewer & Drain Cured-in-place Pipe Lining Project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set Tuesday the 6th day of October, 2015 at 2:00 p.m. as the date and time to receive and publicly open bids, at the Auglaize County Board of Commissioners Chambers located at 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio for the Auglaize County Jail Sewer & Drain Cured-in-place Pipe Lining Project.

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

Adopted this
15th day of
September, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: Sheriff Solomon

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

September 11, 2015

TO: The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, in of The Wapakoneta Daily News and The Evening Leader, the following Legal Notice on **Tuesday, September 15, 2015 and Tuesday, September 22, 2015.**

Please send **Certificate of Publication to and invoice to:**
Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

ADVERTISEMENT FOR BIDS

Public notice is hereby given that the Auglaize County Board of Commissioners, Ohio, will receive sealed bids for furnishing all permitting, labor, materials, and equipment necessary to complete the project know as **Auglaize County Jail Sewer & Drain Cured-In-Place Pipe Lining Project** until 2:00 p.m. local time, October 6, 2015 in the Commissioners' Chambers located in the County Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895. The work for which proposals are invited is located at the Auglaize County Jail, 1051 Dearbaugh Avenue, Wapakoneta, Ohio 45895. The work shall include the following: Clean and prepare 3", 4", 5", and 6" cast iron main sanitary sewer pipes in preparation to install cured in place pipe lining system in cast iron pipe throughout facility to manhole outside of building or such access points mutually determined by the County and Contractor. Reinstate 100% of lateral connections using internal robotic cutter to insure 100% coverage of sanitary sewer pipes and lateral connections.

Bid documents including specifications may be examined or obtained at the office of the Auglaize County Board of Commissioners, Administrative Building, 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio 45895. A non-refundable charge for each set Bid Documents will be required in the amount of \$10.00. Checks shall be made payable to Auglaize County Treasurer. **Proposals will only be accepted from bidders who have obtained Bid Documents.**

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on the projects of similar size and complexity.

Bidders must comply with the prevailing wage rates on Public Improvements in Auglaize County as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

Each bid must be accompanied by a "Bid Guarantee" in either of the following two forms: Option "A" – a bid bond in the full amount of the bid or Option "B" – a certified check or cashier's check in the sum of 10 percent of the amount of the bid. The Auglaize County Board of Commissioners reserve the right to accept or reject any or all proposals, to waive any informalities in the bidding, and to enter into a contract with the bidder whom in their consideration offered the lowest and best proposal.

By of Order of the Auglaize County Board of Commissioners

Douglas A. Spencer
Don Regula
John N. Bergman

Advertise: September 15, 2015
 September 22, 2015

IN THE MATTER OF DESIGNATING AN INDIVIDUAL WILLING TO SERVE ON THE COUNTY'S LOCAL EMERGENCY PLANNING COMMITTEE (LEPC); PETITIONING THE STATE'S EMERGENCY RESPONSE COMMISSION TO MAKE APPOINTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners has been informed by Troy Anderson, Auglaize County EMA/LEPC Coordinator, that following person has consented to serve on the Auglaize County LEPC:

Mike Watt, representing (School) term expires on August 14, 2017;

and,

WHEREAS, the Board has reviewed the application form for the above named person, finding said applicant to be acceptable.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby approve Mike Watt to be a representative to the Auglaize County LEPC as so stated and does respectfully petition the State of Ohio Emergency Response Commission to formally administer this appointment; and,

BE IT FURTHER RESOLVED that the term of said appointee commences upon appointment by SERC, serving on the Auglaize County LEPC with the terms expiring on August 14, 2017.

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

Adopted this
15th day of
September, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: State Emergency Response Commission (certified)
✓ Auglaize County EMA/LEPC Coordinator – Troy Anderson

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF INTEREST COST FOR A NOTE NEEDED FOR THE BALANCE OF MONEY FOR THE ADAMS COUNTY DITCH IMPROVEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary, at this time, to obtain note for the balance of money needed to complete the Adams county ditch project; and,

WHEREAS, the County Engineer's office informed the Board of County Commissioners that the amount remaining as the unpaid balance from the total amounts assessed and the time period for the note is:

Adams Ditch Improvement: Sixteen (16) semi-annual installments note \$71,615.29.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the necessary steps to be taken to secure interest cost for said note for the balance of money needed to complete the above named Ditch improvement project in the amount 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
15th day of
September, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓cc: County Engineer
✓ County Auditor

IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-017-2015; AUTHORIZING PAYMENT OF THE LOCAL MATCH BY THE COUNTY; AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 15th of September, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, has received a Grant offer issued by the authority of the Administrator of the Federal Aviation Administration (FAA) on behalf of the United States to pay the Government's share of the allowable project costs of AIP Project No. 3-39-0084-017-2015, up to a maximum of \$180,000.00 for the following: "Improve Terminal Building [Airport Utilities – Design-only sewer (2,300 LF) and Water (2,400 LF)]; Improve Airport Drainage (Design only – Stormwater Detention system) at the Neil Armstrong Airport as set forth in the offer for the subject project.; and,

WHEREAS, an Attachment A, "Special Conditions" has been included in the grant document as forwarded by the FAA to the Board of County Commissioners; and,

WHEREAS, a local match of funding in the amount of \$20,000.00 is required for this grant with the Board of County Commissioners agreeing to assume payment of said match; and,

WHEREAS, it is necessary for the Board of Auglaize County Commissioners, serving as sponsors for the grant, to execute the grant offer with Attachment (A) document.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-017-2015 in the amount of \$180,000.00 as presented; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the payment of the local match of \$20,000.00 to be made with County funds; and,

BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, Douglas A. Spencer to execute the grant offer document with Attachment (A), on behalf of said Board of County Commissioners and the Neil Armstrong Airport Authority.

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

Adopted this
15th day of
September, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

- cc: FAA, Detroit Airports District Office –
Stephanie R. Swann., Acting Manager
✓ County Administrator
✓ Delta Airport Consultants, Inc. – Steve Potoczak
✓ Auglaize County Airport Authority
✓ State Aviation Official



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	September 14, 2015
Airport/Planning Area	Neil Armstrong
AIP Grant Number	3-39-0084-017-2015
DUNS Number	134002468
TO:	Auglaize County Board of Commissioners, Ohio (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 23, 2015, for a grant of Federal funds for a project at or associated with the Neil Armstrong Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Neil Armstrong Airport (herein called the "Project") consisting of the following:

Improve Terminal Building [Airport Utilities (Design only - Sewer (2,300 LF) and Water (2,400 LF)]; Improve Airport Drainage (Design only - Stormwater Detention system)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$180,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$180,000 for airport development or noise program implementation
 - \$0 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2015, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least

annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. **Data Universal Numbering System:** DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or

- b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

20. Exhibit “A” Property Map. The Exhibit “A” Property Map dated July 25, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

22. Environmental. The environmental approval for this project was issued on July 24, 2015 This project includes the following mitigation measures:

None

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

23. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.

24. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor’s analysis of costs, and the independent fee estimate.

25. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Stephanie R. Swann
(Typed Name)

Acting Manager,

Detroit Airports District Office
(Title)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.¹
Executed this 15th day of September, 2015
(Day) (Month)

Auglaize County Board of Commissioners, Ohio

(Name of Sponsor)

Doreen A Spence
(Signature of Sponsor's Designated Official Representative)

By: Doreen A Spence
(Printed/Typed Name of Sponsor's Designated Official Representative)

Title: President
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Edwin A. Pore acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Wapakoneta (City, State) this 15th day of Sept., 2015
(Day) (Month)

By: [Signature]
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.