

RESOLUTION NO. 2017-63

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT AWARD AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE OHIO ATTORNEY GENERAL'S OFFICE FOR THE 2017-2018 OHIO DRUG USE PREVENTION GRANT AWARD IN THE AMOUNT OF EIGHT THOUSAND ONE HUNDRED TWENTY ONE AND 00/100 DOLLARS (\$8,121.00)

Whereas, said grant is to provide the DARE Core Curriculum, DARE Middle School Curriculum and other Drug Use Prevention Programs for students in the City of Huron.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That the City manager is authorized to approve a grant award and enter into an agreement with the Ohio Attorney General's Office for the fiscal year 2017-2018 for grant funds to offset salaries of law enforcement personnel who conduct the drug abuse resistance education program costs associated with program implementation during the 2017-2018 school year.

Section 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

Section 3. That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.



Brad Hartung, Mayor

Attest: 

Clerk of Council

Adopted: AUG 22 2017



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

2017–2018 Drug Use Prevention Grant Program Award Acceptance

This award acceptance contains the terms and conditions of the 2017-2018 Drug Use Prevention Grant received by your agency. The Chief or Sheriff must review and sign this document prior to submission.

Grant payments cannot be processed until a signed award acceptance has been received.

AWARD ACCEPTANCE IS DUE BY SEPTEMBER 15, 2017

**Ohio Attorney General's Office
Finance Section**

• 30 East Broad St, 15th Floor • Columbus, Ohio 43215 • PHONE: (614) 466-6963 •
Email: DrugUsePrevention@OhioAttorneyGeneral.gov

INSTRUCTIONS

- The Sheriff or Chief must sign the following Award Acceptance and comply with the terms and conditions listed below.
- Grant award payments cannot be disbursed before this signed Award Acceptance has been submitted.
- Please contact Attorney General's Finance Section at (614) 466-6963 or via e-mail at DrugUsePrevention@OhioAttorneyGeneral.gov with any questions regarding the Drug Use Prevention Grant.

Please upload the completed form at [Ohio Attorney General's Office Drug Use Prevention Grant Management System \(DUP GMS\)](#)

AWARD ACCEPTANCE IS DUE BY SEPTEMBER 15, 2017

AGENCY INFORMATION

Recipient Organization: Huron Police Department

Award Amount: \$8,121.00

Award Period: 9/1/2017 to 8/31/2018

Acceptance

The Recipient Organization agrees as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms hereof, the Recipient Organization (the "Recipient") agrees to expend certain funds to pay up to Fifty Percent (50%) of the salaries of law enforcement personnel who conduct drug abuse resistance education programs in Ohio public schools in accordance with Ohio Revised Code ("R.C.") 4511.191(F)(4). The Recipient agrees that it will be liable to repay any Funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (the "Attorney General"). This Award Acceptance may only be modified in a writing signed by the Attorney General and the Recipient.

II. Limitations on Use of Funds. Funds received under the Drug Use Prevention Grant Program ("Funds") will not be used for any political campaign or governmental lobbying in a partisan manner. Funds must be used during the Award Period as stated above.

III. Disbursement of Funds. Direct payments will be made by Electronic Funds Transfers to Recipients that have submitted an Authorization Agreement for Direct Deposit of EFT Payments form to Ohio Shared Services. Otherwise, payment will be made by check from the Office of Budget and Management. For all awards, 50% of the funds will be disbursed at the beginning of the Award Period and 50% will be disbursed at the midpoint of the Award Period. Disbursements are contingent upon the timely submission and approval of all required program and financial reports and requirements set forth in Paragraph XI below. Unexpended funds must be returned to the Attorney General's Office with the final report.

IV. Reimbursement for DARE Material. The Attorney General will reimburse the Recipient for DARE Workbooks and OTC/RX Pamphlets ("DARE Material") purchased for use in public schools. In order to be reimbursed, a copy of the invoice for the DARE Material must be submitted by October 31, 2018 via e-mail to DrugUsePrevention@OhioAttorneyGeneral.gov.

V. Ethics/Conflict of Interest. The Recipient, by signature on this Award Acceptance, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

VI. Non-Discrimination. Pursuant to R.C. 125.111 and the Attorney General's policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described herein. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work described herein on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VII. Campaign Contribution Limits. The Recipient hereby certifies that neither Recipient nor any of Recipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

VIII. Compliance with Law. The Recipient, in expending the Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

IX. Authority to Bind Parties. The person signing this Award Acceptance on behalf of Recipient is legally authorized to obligate the Recipient.

X. Certification of Funds. It is expressly understood and agreed by Recipient that none of the rights, duties, and obligations described herein shall be binding until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

XI. Reporting Requirement. Recipient shall submit two reports, one mid-year report and one final report at the end of the Award Period listed above describing the use of the Funds during the project period and the outcome received from the expenditure of the Funds. The 2017-2018 Mid-Year report is due March 31, 2018. The 2017-2018 Final report is due October 14, 2018. These reports shall be submitted via upload into the Ohio Attorney General - DUP GMS.

XII. Time of Performance. Notwithstanding the foregoing, this Award Acceptance shall expire when the obligations set forth herein are complete.

XIII. Compliance with R.C. 9.23 through 9.238. Recipient agrees to comply with R.C. 9.23 through 9.238, and Ohio Adm.Code 109-3-01 through 109-3-04, regarding financial accountability of persons that contract with the State, including, but not limited to, the following:

- A. Pursuant to R.C. 9.232(A) and Ohio Adm.Code 109-3-01, Recipient agrees that the minimum percentage of money that is to be expended on Recipient's direct costs will be 100%.
- B. Recipient is responsible for maintaining adequate expenditure records pursuant to Ohio Adm.Code 109-3-02 and R.C. 9.232(B). Recipient agrees to file a final report pursuant to R.C. 9.234(A) which includes financial statements, documentation of the expenditure of the Funds, and a summary of the activities for which the Funds were used within 360 days of receipt of the Funds. The records that Recipient must maintain to document such direct costs pursuant to R.C. 9.232(B) and Ohio Adm.Code 109-3-02 will support the receipt and expenditure of monies under this Agreement. Records documenting direct costs will be available and accessible for inspection and will be maintained by Recipient for not less than one year following the financial audit or financial review.
- C. Recipient will comply with the financial review and audit requirements established in R.C. 9.234 and 9.235, and the rules of the auditor of state adopted pursuant to R.C. 9.238.
- D. Recipient will comply with Ohio Adm.Code 109-3-01 through 109-3-04 as established by the Attorney General under R.C. 9.237, attached hereto and incorporated by reference as Exhibit A.
- E. Pursuant to R.C. 9.232(F), Recipient agrees that any funds disbursed to Recipient in excess of the Award Amount must be repaid to the Attorney General.

IN WITNESS WHEREOF, the Recipient has caused this Award Acceptance to be executed by its duly authorized officers.

DRUG USE PREVENTION GRANT RECIPIENT

Chief/Sheriff Printed Name: _____ **Title:** _____

Chief/Sheriff Signature: _____ **Date:** _____

EXHIBIT A

Ohio Administrative Code 109-3-01 through 109-3-04

109-3-01. Definitions and guidelines for direct and allocable non direct costs and routine business services.

(A) "Direct costs" are defined as those costs associated with providing services that directly benefit a patient, client or the public as set forth in any contract entered into pursuant to *section 9.231 of the Revised Code*. Typical direct costs chargeable to a contract include, but are not limited to:

- (1) Compensation of employees for the time devoted to the performance of the contract;
- (2) Cost of materials or supplies acquired, consumed, or expended for the purpose of the contract;
- (3) Equipment and other capital expenditures specified in the contract;
- (4) Travel expenses incurred to carry out the contract.

(B) "Direct costs" shall not include the costs of any financial review or audit required under *section 9.234 of the Revised Code*.

(C) Direct costs, at a minimum, shall be:

- (1) Necessary and reasonable;
- (2) Allocable to the contract;
- (3) Authorized or not prohibited under federal, state or local law;
- (4) In conformity with any limitations specified in the contract;
- (5) Accorded consistent treatment;
- (6) Determined in accordance with generally accepted accounting principles;
- (7) Net of all applicable credits;
- (8) Adequately documented.

(D) The guidance provided in the following United States office of management and budget (OMB) circulars, as applicable by entity, shall be followed for direct costs unless otherwise agreed to by the parties in a written contract. Costs not specified in these circulars may also be included as direct costs if specifically identified and agreed to by the parties in a written contract:

(1) "OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (Revised May 10, 2004), Attachment B, Selected Items of Cost."

(2) "OMB Circular A-122, Cost Principles for Non-Profit Organizations (Revised May 10, 2004), Attachment B, Selected Items of Cost."

(3) "OMB Circular A-21, Cost Principles for Educational Institutions (Revised May 10, 2004)."

(E) "Allocable non direct costs" as defined in division (A) of *section 9.23 of the Revised Code* are considered the equivalent of indirect costs.

(F) For the purposes of division (B)(2)(f) of *section 9.231 of the Revised Code*, "routine business services other than administrative or management services" shall be determined on a case-by-case basis depending on the accepted and relevant business or trade standards that may apply to the type of business and services under consideration.

EXHIBIT A (Continued)

109-3-02. Maintenance of records documenting direct costs.

(A) Records documenting direct costs for contracts entered into pursuant to *section 9.231 of the Revised Code* shall be maintained in the following manner:

(1) Adequate records shall be maintained by the recipient as defined in division (G) of *section 9.23 of the Revised Code* to support the receipt and expenditure of monies under contract. Records may be maintained in a paper media or an electronic media, or both.

(2) Records shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with *sections 9.234 and 9.235 of the Revised Code*.

(3) Records supporting the receipt or expenditure of contract funds shall be maintained by the recipient for a period of not less than one year following the financial audit or financial review of recipient records.

(4) Nothing in this rule is intended to supersede or change any rule, regulation or statute that requires a longer retention period.

109-3-03. Remedies in the event of a breach of contract.

(A) In the event of a breach of a contract entered into pursuant to *section 9.231 of the Revised Code*, a governmental entity shall have the following remedies:

(1) A governmental entity may bring a civil action for the recovery of money due to the governmental entity from a recipient under division (A) of *section 9.236 of the Revised Code*. In such an action, any person with which the recipient has contracted for the performance of the recipient's material obligations to a group of beneficiaries under the recipient's contract with the governmental entity may be made a party defendant if the person is unable to demonstrate to the satisfaction of the governmental entity that the person has materially complied with the terms of the contract with the recipient. In such a case, the person may be made a party defendant and the governmental entity may obtain a judgment against the person in accordance with division (B)(2) of *section 9.236 of the Revised Code*.

(2) If a governmental entity obtains a judgment against a recipient in a civil action brought under division (B)(1) of *section 9.236 of the Revised Code* and the judgment is uncollectible, the governmental entity may recover from the person with which the recipient contracted an amount not exceeding the lesser of the following:

(a) The unsatisfied amount of the judgment;

(b) The total amount received by the person from the recipient minus the total amount spent by the person on direct costs for services actually performed and retained by the person as allocable non direct costs, associated with those direct costs, as those terms are defined in *section 9.231 of the Revised Code*.

(3) If a governmental entity, pursuant to *section 9.236 of the Revised Code*, obtains a judgment against a recipient or against a person with which the recipient contracted and that judgment debtor does not voluntarily pay the amount of the judgment, that judgment debtor shall be precluded from contracting with a governmental entity to the extent provided in divisions (A) and (B) of *section 9.24 of the Revised Code* for a debtor against whom a finding for recovery has been issued.

(4) In addition to other remedies provided in divisions (A) to (C) of *section 9.236 of the Revised Code* and paragraph (A)(1) to (A)(3) of this rule, a governmental entity may void a contract between a recipient and another person for the performance by the other person of the recipient's obligations under the recipient's contract with the governmental entity to the extent that the other person has not yet performed its obligations under the contract or cannot demonstrate that the money it received was expended on direct costs or retained as allocable non direct costs.

EXHIBIT A (Continued)

(5) If a recipient is liable to repay money to a governmental entity under *section 9.236 of the Revised Code* and the judgment obtained by the governmental entity against the recipient is uncollectible, then in addition to other remedies provided in divisions (A) to (C) of *section 9.236 of the Revised Code*, and after the governmental entity has obtained a judgment against any necessary third party, the governmental agency may void any of the following contracts:

(a) A contract made not more than one hundred eighty days before the judgment against the recipient became uncollectible between the recipient and a director, trustee, or officer of the recipient or a business in which a director, trustee, or officer of the recipient has a material financial interest, if either of the following applies:

(i) The recipient has paid substantial value for the property received and the property can be returned to the other person. If the property has experienced only normal wear and tear, the person shall be liable to the governmental entity for the full amount the recipient paid for the property. Otherwise, the person shall be liable to the governmental entity only for the market value of the property.

(ii) The person with whom the recipient contracted has received money that the recipient obtained pursuant to the contract with the governmental entity and the money was not expended on direct costs or retained as allocable non direct costs. In such a case, the governmental entity may void the contract to the extent the money was not expended on direct costs or retained as allocable non direct costs, and the person shall be liable to the governmental entity for that amount.

(b) A contract made not more than one hundred eighty days before the judgment against the recipient became uncollectible between the recipient and an employee of the recipient or a business in which an employee of the recipient has a material financial interest, if the employee has direct knowledge of the use of the money that the recipient obtained pursuant to the contract with the governmental entity and either division (E)(1)(a) or (E)(1)(b) of *section 9.236 of the Revised Code* applies;

(c) A contract is entered into between the recipient and another person pursuant to which the recipient has paid or agreed to pay money to the other person to the extent that the other person has not yet performed its obligations under the contract;

(d) A contract made not more than one year before the judgment against the recipient became uncollectible between the recipient and a person other than the governmental entity if the other person has not given or agreed to give consideration of reasonable and substantial value for the consideration given by the recipient.

109-3-04. Terms to be included in contracts between recipients and persons other than the governmental entity.

(A) All contracts between recipients and persons other than the governmental entity shall contain the following:

(1) A clause giving notice of the remedies available to the governmental entity if the money under the contract between the recipient and persons other than the governmental entity is not expended on direct costs or retained as allocable non-direct costs or, with respect to any contract described in division (A)(3) of *section 9.231 of the Revised Code*, is not earned under the terms of the contract with the governmental entity.

(2) A clause requiring the person with whom the recipient is contracting to maintain records documenting direct costs and how long those records must be maintained consistent with the requirements for maintenance of such records under rule *109-3-02 of the Administrative Code*.