

ORDINANCE NO. 74-23

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ACCEPT AN ARPA FIRST RESPONDER RECRUITMENT, RETENTION, RESILIENCY AND WELLNESS GRANT AND ENTER INTO AN AGREEMENT WITH THE OHIO EMERGENCY MANAGEMENT AGENCY, AND DECLARING AN EMERGENCY.

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the City Manager, on behalf of the City of Conneaut, is hereby authorized accept an ARPA First Responder Recruitment, Retention, Resiliency and Wellness Grant and enter into an agreement with the Ohio Emergency Management Agency, attached hereto as Exhibit A, for the purposes of hiring a police officer assigned as a Zoning and Code Enforcement Officer.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is declared to be an emergency measure in the interests of public peace, health and safety and to comply with grant deadlines and, shall take effect immediately upon passage and signing by the President of Council.

Passed this 26 day of June, 2023.



President of Council

ATTEST:



Clerk of Council

**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**

Subrecipient Grant Agreement #		Subrecipient Vendor ID #		Federal Pass-Thru #		AL #	State Fund #		State Grant #		
AFRR-121-HIR		100915		N/A		21.027	5C3V		DPSFE270		
ARPA First Responder Wellness, Recruitment, Retention & Resiliency				Total Award			Performance Period				
Conneaut Police Department				\$208,463.00			07/01/2022 – 12/31/2024				
Subrecipient Signatory Office/Address				Recipient Office/Address							
Name/Title	James Hockaday, City Manager			Name	Sima S. Merick, Executive Director						
Organization	City of Conneaut			Agency	Ohio Emergency Management Agency						
Address	294 Main St			Address	2855 W. Dublin-Granville Road						
City, St, Zip	Conneaut	OH	44030	City, St, Zip	Columbus			OH	43235-2206		

Grant Award Requirements

General Requirements:

- The following forms must be filled out, signed and returned with original signature to the Ohio EMA Grants Branch, via email within thirty (30) days after receipt of this Award:
 - Grant Agreement
- Signatory of this Agreement must have authority to obligate the Subrecipient.

Federal Requirements


- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
- Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
 - Subrecipient shall use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
 - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
 - Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
 - Subrecipient agrees to submit a current Master Asset Listing along with a yearly inventory certification within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
 - Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
 - Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, & shall specify the changes & justification.

5. Recipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
6. *Domestic preferences for procurement (2 CFR 200.322)* encourages the Subrecipient, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. This Part will apply to procurements under a grant or cooperative agreement. . **This section includes the requirement that such term be flowed down to all contracts and purchase orders.**
7. *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)*
 - g. The Subrecipient **must** take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - h. Affirmative steps **must** include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) **Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.**
8. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at least three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
9. Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
10. Subrecipient shall provide such information as may be requested by Ohio EMA to ensure compliance with any applicable environmental laws and regulations.
11. Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
12. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and Ohio Department of Public Safety.
13. Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.

State Requirements:

1. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Notice of Award document has been returned to Ohio EMA.
2. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA approves the submitted Grant Budget and the executed signed Notice of Award document has been returned to Ohio EMA.
3. Subrecipient agrees to submit any proposed revision to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.

4. All procurements of \$10,000 and above must be pre-approved by Ohio EMA, prior to obligation of funds, through submission of the Ohio EMA Procurement Review Form.
5. Any requests for inadequate competition or single source procurement must be pre-approved by Ohio EMA, prior to obligation of funds, through submission of the Ohio EMA Procurement Review Form. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
6. Subrecipient will draw down funds through submission of a "Reimbursement Request" to include proof of cost documentation **AND** proof of competitive procurement in accordance with applicable federal and state procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) and submission of pre-approved Procurement Review Form (for procurements of \$10,000 and above).
7. Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that procurement method used does not comply with state or federal grant requirements.
8. Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
9. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
10. Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as SAA.
11. Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any & all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA or Ohio Department of Public Safety.
12. This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective & valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
13. In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive.
14. Recipient may request review any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
15. Subrecipient is prohibited from modifying funded projects without prior written approval from Ohio EMA Grants Branch.
16. Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
17. Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this agreement.
18. Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to sub-recipient's actions under this Agreement.

Subrecipient Signatory Official	Date	Recipient Signatory Official	Date
			5/3/2023
James Hockaday, City Manager City of Conneaut		Sima S. Merick, Executive Director Ohio Emergency Management Agency	