Commissioners' Resolutions – August 27, 2024

NUMBER	RESOLUTION TITLE
24-0640	Proclaiming August 31, 2024 as "Overdose Awareness Day" in Medina County
24-0641	Authorizing the execution of the Ohio Environmental Protection Agency Source Water Protection Strategies Grant Agreement
24-0642	Authorizing change order 2 for the Medina County Sanitary Sewer Rehabilitation Project 2024
24-0643	Approving personnel changes for the employees under the jurisdiction of the Medina County Commissioners
24-0644	Amending the tables of organization for Medina County Commissioners' Administration and Medina County Building Inspection Department
24-0645	Authorizing the purchase of 6,700 gallons of regular unleaded gasoline for the engineering center
24-0646	Approving the software agreement with Streamlink Software Inc dba Amplifund for Medina County's grant management software
24-0647	Allowing expenses of county officials
24-0648	Allowing claims and authorizing issuance upon the treasurer in settlement of such list of claims
24-0649	Approving a subgrant to the Medina Metropolitan Housing Authority to support the public health response to Covid-19 with funding for an Emergency Housing Assistance Program through use of state and local fiscal recovery funds as established under the American Rescue Plan
24-0650	Accepting and awarding a bid for the Medina County Home Window Replacement Project and authorizing use of Covid-19 state and local fiscal recovery funds as established under the American Rescue Plan
24-0651	Authorizing a request for proposal process for a Medina County Fairgrounds Facilities Strategic Plan

Resolution of

Proclamation

Board of County Commissioners

Medina County, Ohio

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

AARON M. HARRISON ***STEPHEN D. HAMBLEY*** ***COLLEEN M. SWEDYK***

RESOLUTION NO. 24-0640

PROCLAIMING AUGUST 31, 2024 AS "OVERDOSE AWARENESS DAY" IN MEDINA COUNTY

WHEREAS*, International Overdose Awareness Day is recognized globally to acknowledge those whose lives have been lost and to raise awareness about the risks of overdose, and to acknowledge the grief felt by families, friends and communities when remembering those who have died; and*

WHEREAS, *this day also aims to publicly challenge the stigma associated with substance use disorder, and reminds us that no one should feel shame at the death of someone from this disease; and*

WHEREAS*, in 2022 Medina County recorded more than 300 drug-related emergency room visit resulting in 26 deaths, shattering the lives of families and friends and devastating the community; and*

WHEREAS*, Medina County remains committed to raising awareness surrounding overdose morbidity and mortality by reducing stigma through education, prevention, treatment, and recovery support; and*

WHEREAS*, this day is an opportunity to stand beside those who have lost loved ones and those who are diligently working toward recovery and to remind them that they are supported, deserving of dignity and respect and worthy of recovery.*

NOW, THEREFORE, BE IT RESOLVED *that the Board of Commissioners of Medina County, Ohio, hereby proclaims August 31, 2024 as "Overdose Awareness Day" in Medina County.*

BE IT FURTHER RESOLVED *that the Board of Commissioners of Medina County, Ohio, hereby offers hope to those in and seeking recovery from addiction, and comfort to families, friends and loved ones of those lost too soon.*

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk and Mr. Hambley

Adopted: August 27, 2024

IN WITNESS WHEREOF,
We have hereunto subscribed our names and caused this seal to be affixed at Medina this 27th day of August in the year of our Lord, Two thousand twenty-four.

Stephen D. Hambley

Aaron M. Harrison

Colleen M. Swedyk

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0641

AUTHORIZING THE EXECUTION OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY SOURCE WATER PROTECTION STRATEGIES GRANT AGREEMENT

WHEREAS, in February 2024, the Medina County Sanitary Engineer applied for the Ohio Environmental Protection Agency's (Ohio EPA) Source Water Protection Strategies Grant in an attempt to qualify for grant monies to construct a new perimeter fence and additional signage; and

WHEREAS, on July 19, 2024, the Ohio EPA approved the grant application in the amount of $17,900 to construct a new perimeter fence and additional signage; and

WHEREAS, the final grant agreement has been prepared by the Ohio EPA and approved by the County Prosecutor's Office for signature.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County Ohio, hereby designates the Sanitary Engineer the authorizing agent and authorizes him to execute the Grant Agreement with the Ohio EPA on behalf of the Board.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Sanitary Engineering Department

REGULAR MEETING –TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0642

AUTHORIZING CHANGE ORDER 2 FOR THE MEDINA COUNTY SANITARY SEWER REHABILITATION PROJECT 2024

WHEREAS, the Board of County Commissioners of Medina County, Ohio previously accepted and awarded bid to Insight Pipe Contracting, LLC, in the amount of $317,680.90 per Resolution No. 24-0276; and

WHEREAS, Change Order No.1 was approved per Resolution No. 24-0425 for changes in work encountered during construction increasing the contract amount by $23,800.00; and

WHEREAS, the Medina County Sanitary Engineer has determined that Change Order 2 is necessary to adjust final contract quantities; and

WHEREAS, the Sanitary Engineer recommends to the Board that Change Order 2 be approved.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio that:

Section 1. Change Order 2 will decrease the contract amount by ($18,109.56) and is hereby approved.

Section 2. The revised contract amount for this project is hereby amended to $323,371.34.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Sanitary Engineering Department

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24–0643

APPROVING PERSONNEL CHANGES FOR THE EMPLOYEES UNDER THE JURISDICTION OF THE MEDINA COUNTY COMMISSIONERS

WHEREAS, it is advisable and necessary that the following personnel changes be made for the employees working for the County Commissioners on the dates listed below:

NEW HIRE

Wazim Dorris, Transit, Part-Time Bus Driver at $15.00 on fund 61229203 50030 effective 8/23/24 (PCN 920292007)

RATE INCREASE

Salina Mills, Sanitary Engineers, Accounts Receivable Supervisor, "From" $25.00 "TO" $26.50 on fund 10005400 50030 50% & 16005400 50030 50% effective 8/20/24 (Anniversary Increase)

Robert Dodd, Sanitary, Treatment Plant Supervisor I "From" $34.75 "TO" $36.75 on fund 10005400 50030 effective 9/10/24 (Anniversary Increase)

Heather Davis, Maintenance, Office Manager "From" $23.00 "TO" $23.92 on fund 00102805 50030 effective 8/28/24 (Anniversary Increase)

PROMOTION

William Winter, Building, "From" Building Inspector at $28.26 (PCN 320132002) "TO" Residential Building Official at $32.90 (PCN 320832001) on fund 00103200 50030 effective 8/26/24

Christopher Cameron, Building, "From" Building Inspector at $28.50 (PCN 320132001) "TO" Assistant Residential Building Official at $31.00 on fund 00103200 50030 effective 8/26/24

LATERAL PCN CHANGE

Alisha Hawkins, Maintenance, "From" PT Cleaning Technician (PCN 280628060) "TO FT Cleaning Technician (PCN 280628056) effective 8/21/24

LEAVE OF ABSENCE

Emily Underwood, JFS, Protective Service Worker 2, Intermittent Family Medical Leave of Absence beginning 8/14/24

SUSPENSION

Ted Daisher, OOA, Delivery Worker, 2-day Suspension (Dates to be determined)

RESIGNATION

Sean Chavez, Maintenance, Cleaning Technician effective 9/4/24 (PCN 280628052)

Joseph Zuppardo, Sanitary, Line Maintenance effective 8/23/24 (PCN 541954009)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio, that the personnel changes listed above will become effective on the dates listed.

BE IT FURTHER RESOLVED that the President of the Board be authorized to sign the personnel action forms for these changes.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Human Resources

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0644

AMENDING THE TABLES OF ORGANIZATION FOR MEDINA COUNTY COMMISSIONERS' ADMINISTRATION AND MEDINA COUNTY BUILDING INSPECTION DEPARTMENT

WHEREAS, The Board of County Commissioners, by Resolution No. 94-707 and dated August 1, 1994, approved the tables of organization for various departments within county government; and,

WHEREAS, The Board of County Commissioners, by Resolution No. 24-0627, dated August 20, 2024 last approved amendments to the table of organization for the Medina County Administration; and,

WHEREAS, The Board of County Commissioners, by Resolution No. 23-0328, dated April 25, 2023 last approved amendments to the table of organization for the Medina County Building Inspection Department; and,

WHEREAS, It is necessary to further amend this table in the way of:

Commissioners: Removing – Assistant County Administrator PCN 100510001

Building Inspection: Adding – Assistance Residential Building Official PCN 320832002

Adding – Electrical & Building Inspector PCN 320732002

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the revised tables of organization attached hereto and marked as "Exhibit A" and "Exhibit B" is hereby approved.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Human Resources

Exhibit A

Table Resolution: 24-0644

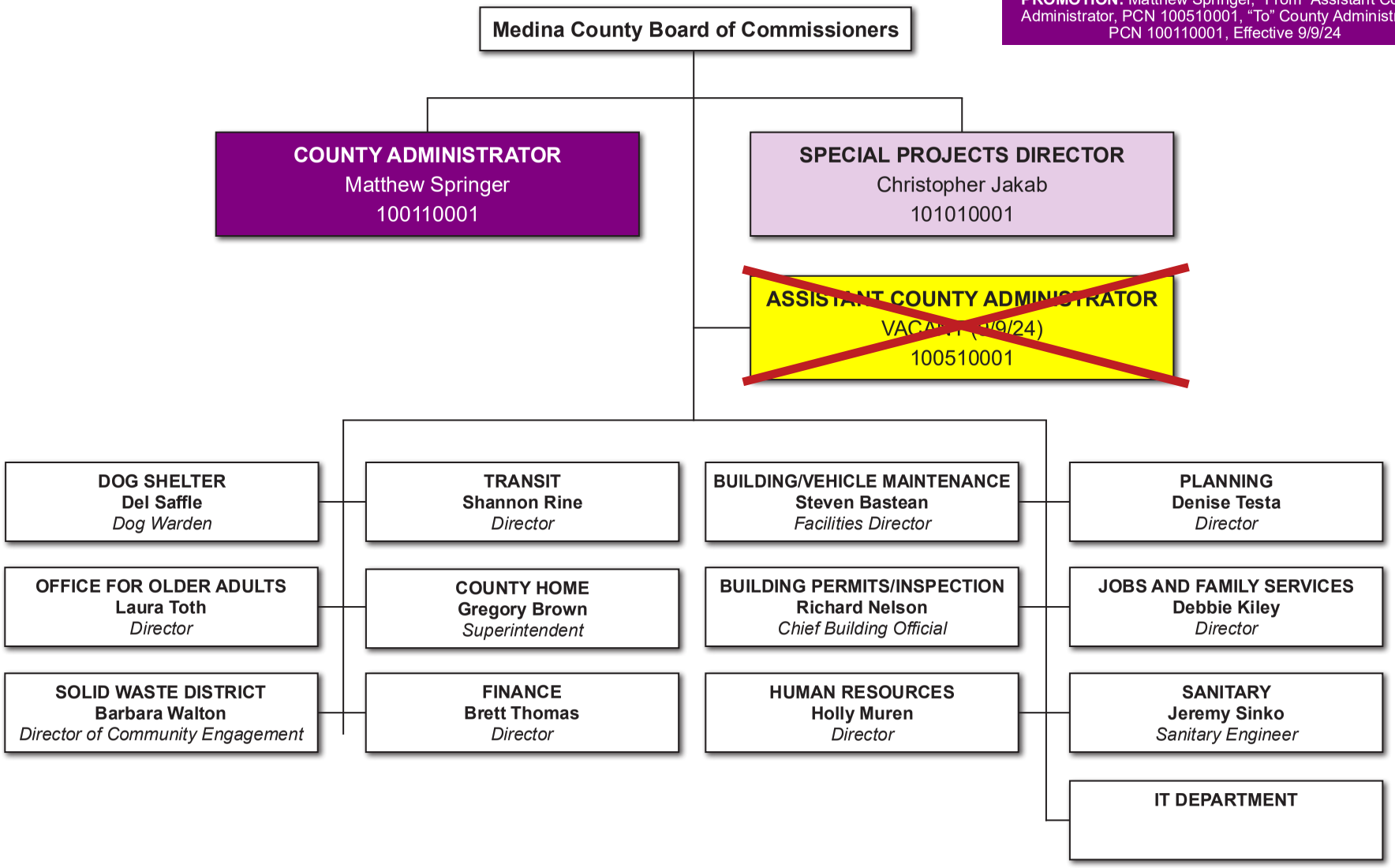
MEDINA COUNTY BOARD OF COMMISSIONERS
Administration

Personnel Resolution: 24-0626

Removing: Assistant County Administrator, PCN 100510001

APPOINTMENT CHANGE: Christopher Jakab, "From" FT County Administrator, PCN 100110001, "To" PT Special Projects Director, PCN 101010001, Effective 9/9/24

PROMOTION: Matthew Springer, "From" Assistant County Administrator, PCN 100510001, "To" County Administrator, PCN 100110001, Effective 9/9/24



August 27, 2024

August 20, 2024

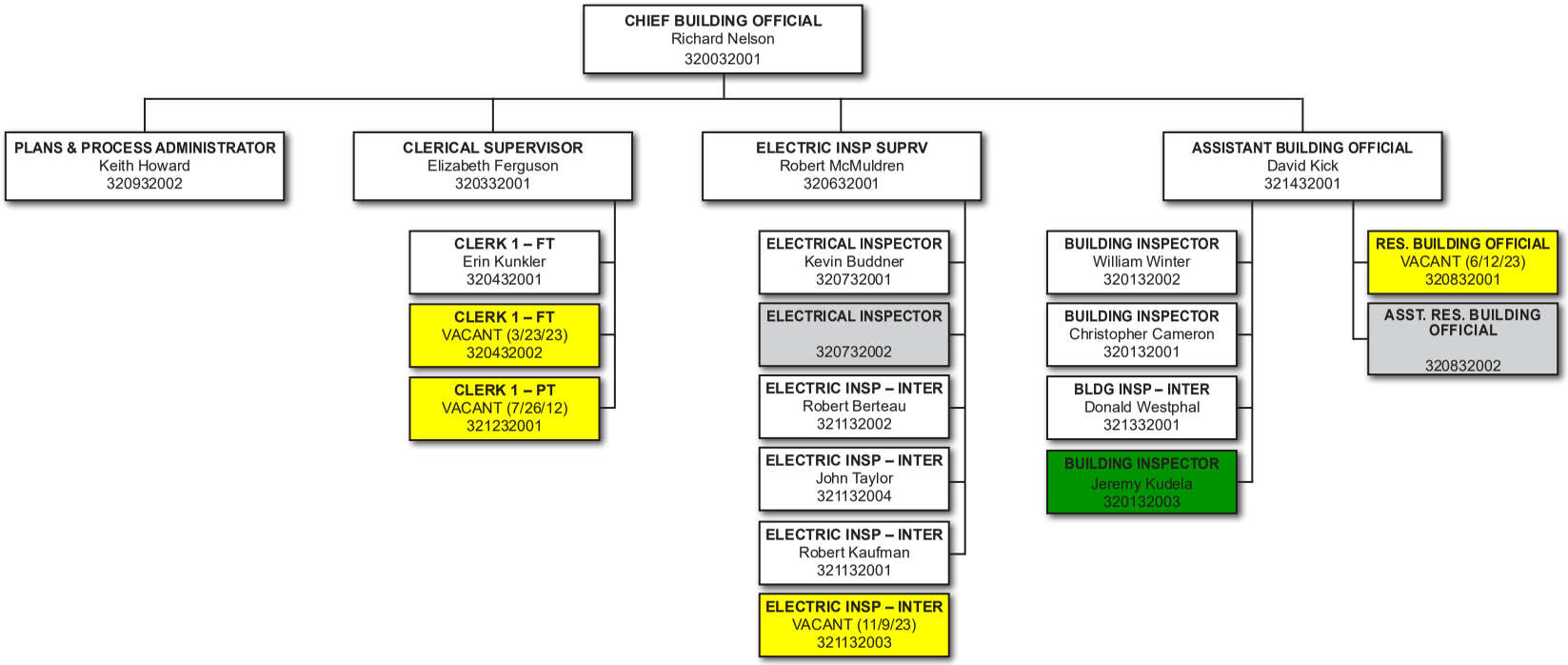
Exhibit B

Table Resolution: 24-0644

MEDINA COUNTY BOARD OF COMMISSIONERS
Building Inspection Department

Personnel Resolution: 24-0483

Adding: Assistant Residential Building Official, PCN 320832002
Electrical & Building Inspector, PCN 320732002



REGULAR MEETING – TUESDAY AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0645

AUTHORIZING THE PURCHASE OF 6,700 GALLONS OF REGULAR UNLEADED GASOLINE FOR THE ENGINEERING CENTER

WHEREAS, the Engineering Center is in need of purchasing 6,700 gallons of regular unleaded gasoline, and

WHEREAS, the following price quotations for said purchase were received by phone on August 22, 2024

	Regular Unleaded
Great Lakes Petroleum, Cleveland, OH	2.3022
Petroleum Traders, Fort Wayne, IN	2.1396
Ports Petroleum, Wooster, OH	2.1090
Centerra, Ashland, OH	2.1800

WHEREAS, Ports Petroleum has been determined to be the lowest bid price of $2.1090 per gallon for regular unleaded gasoline, plus any applicable taxes.

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the above referenced purchase of gasoline from Ports Petroleum be approved.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0646

APPROVING THE SOFTWARE SERVICE AGREEMENT WITH STREAMLINK SOFTWARE INC dba AMPLIFUND FOR MEDINA COUNTY'S GRANT MANAGEMENT SOFTWARE

WHEREAS, it has been determined that acquisition of a grant management platform will facilitate in the organization, tracking and reporting of the various grants established by and on behalf of Medina County; and,

WHERAS, after extensive review, the AmpliFund software has been chosen to fulfill the role of this grant management platform; and,

WHEREAS, Streamlink Software Inc., dba AmpliFund has provided the county with an agreement to provide this software for a period of four (4) years at a cost of $22,500 per year with future renewals at a maximum 3% increase per renewal term; and,

WHEREAS, Streamlink Software Inc., dba AmpliFund will provide implementation, integration into the County's Tyler Munis ERP system API and training for a one-time cost of $16,500; and

WHEREAS, the Board of County Commissioners wish to adopt this agreement as presented by Streamlink Software, Inc dba AmpliFund.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Medina County, Ohio, hereby approves the agreement with Streamlink Software, Inc. to provide software services for Medina County's Grant Management needs.

BE IT FURTHER RESOLVED that the County Administrator is authorized to execute the agreement in Exhibit A on behalf of the Medina County Board of Commissioners.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Finance Department

AmpliFund

ORDER FORM

This Order Form ("**Order Form**") is effective as of August 31, 2024 (the "Effective Date") by and between StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**") and the customer listed below ("**Customer**"). As used herein, "**Agreement**" shall mean this Order Form together with the attached Terms & Conditions. Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

AmpliFund Grant Seeker provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress across the lifecycle of a grant. AmpliFund reserves the right to audit usage and revise access levels as needed. Any delay in payment will impact the timeline of Customer's software implementation.

SERVICES	**FEES**	
AmpliFund Grant Seeker Advanced for Managing $25 Million in Annual Grant Revenue	Year 1 Subscription	$22,500
	Year 2 Subscription	$22,500
	Year 3 Subscription	$22,500
	Year 4 Subscription	$22,500
Comprehensive Implementation Package See Exhibit A for Statement of Work The one-time implementation fee includes up to a total of 110 hours. An additional $150 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and implementation package outlined in Exhibit A.	One-Time Implementation Fee	$16,500
	First Year Total:	$39,000
	Total Contract Cost:	$106,500

TERM
This Agreement commences on the Effective Date and continues for an initial term of fourty-eight (48) months (the "Initial Term").

CONTACT INFORMATION FOR NOTICES AND INVOICES	
StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: cbrown@amplifund.com Attn: Correen Brown	Medina County, Ohio 225 East Washington Street Medina, Ohio 44256 Email: bthomas@ohmedinaco.org Attn: Brett Thomas

TAX INFORMATION
Tax ID: 34-6001851

AmpliFund

Is this purchase tax exempt? ☐ Yes ☒ No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.

This Agreement is executed by duly authorized representatives of the Parties and is effective as of the Effective Date.

STREAMLINK SOFTWARE INC.

dba AMPLIFUND

By:_____

Name: Scott M. Smith

Title: CEO

Date: _____

Medina County, Ohio

By:_____

Name: Chris Jakab

Title: County Administrator

Date: _____

AmpliFund

TERMS AND CONDITIONS

StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**"), a software-as-a-service grant management platform ("**Platform**"), allows users to obtain and manage federal and other sources of grant funding (collectively, "**Grants**"). These Terms and Conditions, together with the Order Form (collectively, the "**Agreement**"), governs the relationship whereby AmpliFund will (i) grant Customer access to the Platform; and (ii) provide the support services set forth on **Exhibit A** attached hereto (with the Platform, the "**Services**"). To the extent that any conflict arises between these Terms and Conditions and an Order Form, these Terms and Conditions shall control unless specifically stated otherwise in the Order Form. AmpliFund and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." Accordingly, the Parties agree as follows:

1. Access and Use.

   a. Platform Access. Subject to and conditioned on Customer's payment of Fees (defined below) and compliance with all other terms and conditions of this Agreement, AmpliFund hereby grants to Customer during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Users to access and use the Platform solely for Customer's internal management of Grants. "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. Customer acknowledges and agrees that it is responsible for the use or misuse of the Services by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Customer of this Agreement.

   b. Restrictions. Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation.

   c. Reservation of Rights. Except for the rights granted to Customer in Section 1(a) above and Customer's rights to Data (defined below), as between the Parties, AmpliFund retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto ("**Updates**") and Diagnostic Data (defined below). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. Except for the limited access rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform.

   d. Customer Data. As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Customer Data to provide the Services. Customer

represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

e. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "**Diagnostic Data**" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.

2. Professional Services. AmpliFund will provide the support services set forth on **Exhibit A**. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("**SOW**") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.

3. AmpliFund's Obligations. AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure.

4. Payment Terms.

a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "Fees"). Subscription Fees and Implementation Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform or support services, as applicable. Customer has agreed to pay the Total Contract Cost in full in its first payment and will not be invoiced for any Recurring license fees during the five-year contract term. All Fees are non-

cancellable and non-refundable unless due to the negligent actions or omissions of AmpliFund resulting in a material breach under Section 6.b of this Agreement.

b. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.

5. Confidential Information.

a. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

b. Protection of Confidential Information. With limited exception, pursuant to Ohio Revised Code 149.43, all information submitted by AmpliFund shall be considered a public record. In the event Customer receives any request for any information received as part of this Agreement, Customer will immediately take steps to release the information to the requesting party. AmpliFund may clearly mark certain information as a trade secret or proprietary if that information derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, other persons who can obtain economic value by its disclosure or use and is subject to efforts reasonable under the circumstances to maintain its secrecy; however, Customer may nonetheless be required to release the information under Ohio law. The marking of the information shall not in itself make the information a trade secret or proprietary but rather shall be determined under Ohio law. Any document submitted to Customer not marked as proprietary or trade secret will not be reviewed for confidentiality by Customer upon a public records request and may be released. AmpliFund understands and agrees that any Confidential Information may become subject to a Public Request for Information under Ohio Revised Code Chapter 149. In the event Customer receives any such request for any Confidential Information, it will promptly notify AmpliFund in writing of the request to enable AmpliFund to take whatever action it deems appropriate to seek protection from disclosure.

c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

AmpliFund

6. Term and Termination.

   a. Term. This Agreement commences on the Effective Date and continues for the Term set forth on the Order Form.

   b. Termination. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days). Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.

   c. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Sections 1.b, 1.c, 4, 5, 6.c, 7, 8, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement. In the event of a termination for material breach by AmpliFund under Section 6.b of this Agreement, the Customer shall be entitled to a pro-rata refund of prepaid Fees to date and be relieved from any further obligation for payment under this Agreement.

   d. Fee Increases. Following the Initial Term, should Customer elect to renew or extend the Agreement, any annual increase to Subscription Fees will not exceed the higher of three percent (3%) or the then current Gross Domestic Purchases Price Index as calculated by the U.S. Bureau of Economic Analysis.

   e. Renewal. Upon conclusion of the initial contract term, Customer may exercise the option to renew for a term of up to 4 (four) years for an increase to Subscription Fees of no more than 3%.

7. Representations and Warranties.

   a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

8. Limitations on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO AMPLIFUND DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND (B) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9. Indemnification. If a claim by a third party (a "**Third Party Claim**") is asserted against Customer alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will indemnify and defend Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim, cooperates with AmpliFund, and allows AmpliFund sole authority to control the defense and settlement of such claim. In the event of an Infringement Claim, AmpliFund, at its sole option and expense, may: (i) procure for Customer the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9, AmpliFund will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's or any Authorized User's breach of this Agreement; (b) any modification, alteration or addition made to the Platform by Customer or any Authorized Users, including any combination of the Platform with software not provided by AmpliFund; (c) Customer's or any Authorized User's failure to use any Updates AmpliFund makes available; (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing or (e) Customer Data.

10. Miscellaneous. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above

will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State where the Customer is domiciled, without reference to its conflict of laws principles. This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to pursuant to a SOW, and no additional or inconsistent terms or conditions in any a Customer purchase order will have any legal effect. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party and with the appropriate postage affixed; or (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.

12. Force Majeure. AmpliFund will not be liable or responsible to Customer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond AmpliFund's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial of services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").

13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least two years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation.

END OF DOCUMENT

AmpliFund

Exhibit A
Statement of Work
Medina County, OH
("Customer")

AmpliFund's current understanding of the project scope as communicated by Customer is documented below. The scope and timeline will be further refined during the implementation process, as necessary. In the event the Parties mutually agree that this Statement of Work ("**SOW**") should be modified, the Parties shall prepare a written amendment to the Statement of Work, per the Change Order Request section of this SOW, for execution by the Parties.

Project Scope

Implementation Services

The implementation fee includes up to 110 professional services hours in support of the implementation ("**Implementation Hours**") of the **AmpliFund Grant Seeker** product (the "**AmpliFund System**") for Customer to manage up to $30 million in Annual Grant Revenue across up to 50 grant programs. The AmpliFund System includes unlimited (i) internal and external users and (ii) document storage. Implementation Hours include all customer facing and internal AmpliFund work associated with the Customer's implementation. Professional services hours by implementation phase or function are itemized in the following table:

Implementation Phase or Function	Quantity
Service Hours	110

Hours may shift from one implementation phase or function to another at the discretion of AmpliFund to support fulfillment of the SOW. Unless explicitly stated otherwise in this SOW, all implementation services will be delivered remotely.

The AmpliFund Implementation Methodology moves through the following phases: Kick-off, Discovery, Design, Configuration, Testing, Training, and Deployment. This methodology is reflected through services offered to the Customer. Upon execution of the Agreement, the AmpliFund System will be provisioned in **AmpliFund's Microsoft Azure Multi-Tenant Commercial Cloud** and available for Customer's use. Implementation Hours will assist Customer in further defining Customer use cases and configuring the AmpliFund System, within its configuration parameters, to best satisfy those use cases. Implementation phases include:

Kick-Off

- The AmpliFund Implementation Team will conduct a kick-off meeting inclusive of expectation setting, early requirements gathering, confirmation of customer's related business goals and objectives, and identification of customer and AmpliFund teams, roles, and responsibilities.
- The Kick-Off will include at a minimum the following resources from the Customer:
    - Executive sponsor
    - Implementation project lead

- Key functional stakeholders

Discovery and Design

- The AmpliFund Implementation Team will conduct requirements gathering, or Discovery, and Design review sessions related to the Customer and programs in each relevant stage of the grant lifecycle:
  - Grant Seeker: ☒pre-award, ☒awarding, ☒post-award, ☒reporting, and ☒ subrecipient management
  - Grant Maker: ☐pre-award, ☐awarding, ☐post-award, ☐reporting, and ☐recipient management

- Discovery and Design review sessions will include the following types of resources from the Customer, as applicable to the subject matter of the session:
  - Implementation project lead
  - Program / Grants Subject Matter Experts (SMEs)
  - Legal, Contracting, and/or Procurement Staff
  - Financial Staff
  - Technology SMEs
- AmpliFund expects resources to be segmented against session topics. For example, Grants SMEs are involved with grants process mapping sessions while financial resources are involved with financial mapping and cash flow discovery sessions.
- Design review sessions will take place in an iterative process throughout the discovery and design stages.
- As part of this phase, AmpliFund will document:
  - All relevant grant business processes
  - Customer's related business goals and objectives
  - Implementation Project Plan
- Prior to conclusion of this phase and as a prerequisite to Configuration and Testing, Customer will be required to sign-off on:
  - All relevant grant business processes
  - Customer's related business goals and objectives
  - Implementation Project Plan

Configuration and Testing

- **Configuration**
  - AmpliFund Implementation team will configure the AmpliFund System to support the grant business processes and reporting requirements as agreed in the Discovery and Design phases.
- **Testing**
  - AmpliFund will test all business processes and configured AmpliFund System options and review with Customer prior to Training and Deployment.
  - Prior to conclusion of this phase and as a prerequisite to Training and Deployment, Customer will be required to sign-off on AmpliFund System configuration.

Training

- AmpliFund will design and conduct user training and provide relevant training assets for

AmpliFund System usage in the form of (i) user guides, (ii) pre-recorded, standard trainings available on the AmpliFund Support Portal, and (iii) recordings of live trainings delivered to Customer.

- AmpliFund may segment training to relevant user groups, such as:
    - Customer Implementation Team
    - Customer Program Managers
    - Customer Financial users
    - Customer Technical users / System Admins
    - Reviewers (external)
    - Applicants (external)
    - Recipients (external)
- As part of this phase, AmpliFund will document the Training Plan.
- Prior to commencement of training, Customer will be required to sign-off on the documented Training Plan.

Deployment

- An approved set of configurations in AmpliFund will be released to the customer for use in the already provisioned production environment in accordance with the timeline set forth in the Implementation Project Plan.

Implementation Closeout

AmpliFund will document agreed upon implementation closeout activities within the Implementation Project Plan. Formal implementation closeout will require sign-off by Customer that all tasks are complete.

Project Schedule

A refined Implementation Project Plan will be an AmpliFund deliverable from the Discovery phase. Unless the Implementation Project Plan explicitly establishes a timeline to the contrary, all Implementation Hours will expire two hundred and forty (240) calendar days from execution of the Agreement. Any change to the Implementation Project Plan that would impact the then-current completion date of the implementation requires a written Change Order.

Technical Services☒

In addition to the aforementioned services, AmpliFund will provide the following marked ☒ services:

☐ **Single Sign On (SSO)**
If checked, Customer will receive a license to utilize AmpliFund's SSO capability. AmpliFund supports SAML, OAUTH, and WS-Federation services to integrate with external authentication providers and will integrate with the customer's Active Directory implementation out-of-the-box. User roles and sign-on details will be managed by the Customer, including password requirements and security.

☒**Grant Seeker Expense Automated Integration with existing Financial System**
If checked, see Exhibit A-1. If not checked, AmpliFund will support the movement of data between systems using import/export templates.

☐ **Grant Maker Payment / Accounts Payable (AP) Integration with existing Financial System**
If checked, see Exhibit A-2. If not checked, AmpliFund will support the movement of data between systems using import/export templates.

☐ **Data Migration**
If checked, see Exhibit A-3. If not checked, AmpliFund will not migrate any existing historical data.

☒**Application Programming Interface (API) Access**
If checked, Customer will receive a license to access to AmpliFund's API. API documentation will be made available to the Customer to be utilized by the Customer to build the integration. Technical assistance requested by Customer in regard to initial configuration will be counted as Implementation Hours.

Further ongoing support is detailed in **Exhibit B – Support**.

Change Order Requests

Any modifications to this SOW, including changes to the then-current completion date of the implementation identified in the Implementation Project Plan, require a written amendment ("**Change Order**") executed by the Parties. In the event that, in AmpliFund's judgement, any such modification would necessitate an increase in the total cost of Implementation Hours, AmpliFund will prepare a written cost proposal as part of the Change Order for Customer's approval or rejection. No services that would increase the total cost of Implementation Hours will be commenced without a fully executed Change Order.

Customer Obligations

Successful implementation of AmpliFund solution within the timeline established by the Implementation Project Plan requires the Customer's active participation, collaboration, and coordination. Customer will:

- Provide a single point of contact to AmpliFund for coordinating the scheduling of all implementation activities with Customer.
- Provide timely responses to scheduling requests and at a minimum within two (2) business days of receipt of the request. Implementation hours may be charged to the customer for the time required by AmpliFund to illicit a response.
- Ensure availability of necessary Customer personnel for scheduled implementation activities.
- Provide a minimum of two (2) full business days' notice to AmpliFund of Customer's need to cancel and/or reschedule a scheduled implementation activity. Implementation hours may be charged to the customer for scheduled unused meeting time without proper notice.
- Deliver to AmpliFund and/or input into the AmpliFund System all required information or data in accordance with deadlines set forth in the Implementation Project Plan.

AmpliFund Obligations

In addition to the services set forth in this SOW, AmpliFund will:

- Be responsible for calculating and reporting expended and remaining hours to the Customer on a monthly basis.
- Provide timely responses to client communications within two (2) business days of receipt of the request.
- Provide a minimum of two (2) full business days' notice to Customer of AmpliFund's need to reschedule a scheduled implementation activity.

AmpliFund

Exhibit A-1
Grant Seeker Expense Integration – Statement of Work

AmpliFund will configure an interface to run on a pre-defined schedule, to occur no more frequently than once per ☐day ☒week, that will integrate expense transactions from Customer's financial system of record, Munis, into AmpliFund. The integration will be limited to AmpliFund Standard Data Elements associated with Expense records. The connector will be configured using a third-party iPaaS tool, Workato, following the conclusion of the Discovery, Configuration, & Testing phases of AmpliFund's implementation plan.

The integration will be configured in accordance with the configuration and mapping rules defined during implementation, leveraging the Customer's identifiers and chart of accounts elements as the key elements for mapping each relevant expense transaction. Additional details will be captured as part of the requirements gathering phase for this project, including connectivity details, filters and parameters, and additional mapping requirements as needed.

If an alternative financial system is selected by the County, the Grant Seeker Expense Transaction Integration can be remapped to the new system for a one-time fee of $3,000.

Customer Obligations:

1. Customer will provide comprehensive responses to the Requirements Gathering Workbook provided to Customer as part of implementation outlined in Exhibit A.
2. Customer will provide any existing process documentation (e.g., workflow diagrams, SOPs) related to Customer's grant financial processes.
3. Customer will provide a consistent and standard method for providing AmpliFund access to the desired expense transactions to integrate.
4. Customer will provide examples of Expense Reports with detail from Customer's financial system.
5. The current structure of the Customer's chart of accounts will include segments (i.e., fields) that will allow the AmpliFund System to identify the grant in which to associate a given transaction.
6. Customer will make available via either (i) API endpoint(s) or (ii) a regularly delivered and consistently formatted flat file (in .csv or comparable format) the transactions and associated data required for mapping via the interface.
    a. If integrating via API, Customer will provide documentation of the authentication protocol and integration endpoint(s).
7. The current structure of the Customer's chart of accounts will include segment(s) that can be used to identify the specific Budget Line Item to which a transaction is to be posted.
8. The current structure of the Customer's chart of accounts will include segment(s) that can be used to identify whether a transaction is Grant-Funded, Cash-Match, or In-Kind Match.
9. If indirect costs are to be captured in the financial system, the current structure of the Customer's chart of accounts will include segment(s) that can be used to identify those indirect costs.
10. Customer will provide requisite test data sets.
11. Customer will make available personnel resource(s), such as a financial systems analyst, a third-party financial system representative, or comparable role, that can provide the necessary

information to support the discovery and configuration phase of the implementation plan, including, but not limited to:

a. Strong understanding of the Customer's current chart of accounts
b. Ability to produce sample data sets, exports, and other relevant material necessary for evaluation
c. Knowledge of Customer's financial system capabilities related to the API or export tools required to support the integration (i.e., interoperability functionality).

AmpliFund

EXHIBIT B
Support

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement.

1. Support. AmpliFund will provide technical support and customer service ("Support") to Customer on an ongoing basis during the Term of the Agreement.

    (i) Through AmpliFund's online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.

    (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500,** via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.

2. Scheduled Maintenance Downtime. AmpliFund may perform schedule maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.

3. Resolution. If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer's written request, the parties will discuss a resolution plan.

4. Uptime. AmpliFund guarantees a 99.9% up time of the Platform, exclusive of scheduled maintenance periods. Status of the Platform may be accessed at https://status.amplifund.com/.

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0647

ALLOWING EXPENSES OF COUNTY OFFICIALS

WHEREAS, requests for expenses for attending conventions/meeting/seminars have been received in accordance with Section 325.20 of the Ohio Revised Code.

WHEREAS, this Board of County Commissioners has reviewed these requests and found them to be in conformance with Section 325.20 of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the expenses for attending the following conventions/meetings/seminars be and is hereby approved:

Auditor			
Medina County Farm Bureau Annual Meeting, Seville, OH			
September 5, 2024	A. Capretta, J. Hunter R. Leatherman, L. Koran, D. Robson	01754200 50560	200.00
Sheriff			
Ohio Police Academy, Columbus, OH			
August 25, 2024	N. Gage	29002900 50550	263.20

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0648

ALLOWING CLAIMS AND AUTHORIZING ISSUANCE UPON THE TREASURER IN SETTLEMENT OF SUCH LIST OF CLAIMS

WHEREAS, the payment of the required county bills to vendors in the total amount of $2,529,167.70 are included in the Auditor's office reports from 08/14/2024 to 08/21/2024 for checks dated 09/03/2024 and are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same; and

WHEREAS, a complete list of bills is maintained in the Auditor's office.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Medina, County, Ohio hereby authorizes payment of the county bills in the amount of $2,529,167.70, and authorizes the County Auditor to issue warrants on the County Treasurer for payment in the same.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Finance Department

Entry Date	Batch	CHECK RUN	Count	Invoice Amount	Invoices Released	Year	Effective Date	Due Date	Dept
8/21/2024	9318	090324	4	24,186.10	All	2024	9/3/2024	9/3/2024	4000
8/20/2024	9325	090324	31	321,037.53	All	2024	9/3/2024	9/3/2024	4300
8/15/2024	9326	090324	6	259,852.40	All	2024	9/3/2024	9/3/2024	4300
8/15/2024	9327	090324	7	20,598.93	All	2024	9/3/2024	9/3/2024	2900
8/16/2024	9329	090324	21	13,326.15	All	2024	9/3/2024	9/3/2024	2900
8/15/2024	9330	090324	1	10,850.00	All	2024	9/3/2024	9/3/2024	4105
8/16/2024	9333	090324	1	23,384.99	All	2024	9/3/2024	9/3/2024	0100
8/20/2024	9334	090324	14	19,382.97	All	2024	9/3/2024	9/3/2024	2900
8/16/2024	9335	090324	6	111,830.00	All	2024	9/3/2024	9/3/2024	4100
8/20/2024	9336	090324	10	1,951.28	All	2024	9/3/2024	9/3/2024	4100
8/16/2024	9343	090324	7	2,392.58	All	2024	9/3/2024	9/3/2024	2100
8/19/2024	9347	090324	1	57.75	All	2024	9/3/2024	9/3/2024	9200
8/19/2024	9348	090324	1	93.77	All	2024	9/3/2024	9/3/2024	1604
8/19/2024	9350	090324	1	64.34	All	2024	9/3/2024	9/3/2024	1604
8/19/2024	9353	090324	7	23,741.37	All	2024	9/3/2024	9/3/2024	3600
8/19/2024	9361	090324	1	112,296.26	All	2024	9/3/2024	9/3/2024	5400
8/19/2024	9362	090324	1	2,913.10	All	2024	9/3/2024	9/3/2024	5400
8/19/2024	9363	090324	1	523,834.74	All	2024	9/3/2024	9/3/2024	5400
8/19/2024	9364	090324	5	30,789.09	All	2024	9/3/2024	9/3/2024	5400
8/19/2024	9365	090324	32	229,072.86	All	2024	9/3/2024	9/3/2024	5400
8/20/2024	9366	090324	62	116,325.99	All	2024	9/3/2024	9/3/2024	5400
8/19/2024	9368	090324	6	1,547.85	All	2024	9/3/2024	9/3/2024	3600
8/19/2024	9370	090324	11	4,001.32	All	2024	9/3/2024	9/3/2024	9280
8/19/2024	9371	090324	11	15,568.14	All	2024	9/3/2024	9/3/2024	1900
8/20/2024	9373	090324	7	5,524.76	All	2024	9/3/2024	9/3/2024	4100
8/20/2024	9374	090324	8	3,817.38	All	2024	9/3/2024	9/3/2024	4100
8/20/2024	9376	090324	2	576.41	All	2024	9/3/2024	9/3/2024	4100
8/20/2024	9379	090324	1	182,924.97	All	2024	9/3/2024	9/3/2024	5400
8/20/2024	9380	090324	14	4,419.53	All	2024	9/3/2024	9/3/2024	2300
8/20/2024	9383	090324	1	333.30	All	2024	9/3/2024	9/3/2024	3000
8/21/2024	9388	090324	5	11,464.57	All	2024	9/3/2024	9/3/2024	2805
8/21/2024	9389	090324	6	3,172.03	All	2024	9/3/2024	9/3/2024	0100
8/21/2024	9390	090324	1	300.00	All	2024	9/3/2024	9/3/2024	0700
8/21/2024	9391	090324	3	2,344.03	All	2024	9/3/2024	9/3/2024	2805
8/21/2024	9392	090324	8	271,720.79	All	2024	9/3/2024	9/3/2024	0100
8/21/2024	9393	090324	2	1,937.65	All	2024	9/3/2024	9/3/2024	0700
8/21/2024	9394	090324	1	1,732.73	All	2024	9/3/2024	9/3/2024	0105
8/21/2024	9395	090324	11	3,938.54	All	2024	9/3/2024	9/3/2024	2805
8/21/2024	9396	090324	1	14.69	All	2024	9/3/2024	9/3/2024	1200
8/21/2024	9398	090324	3	103,232.93	All	2024	9/3/2024	9/3/2024	0100
8/21/2024	9399	090324	8	7,200.97	All	2024	9/3/2024	9/3/2024	2300
8/21/2024	9401	090324	1	30,000.00	All	2024	9/3/2024	9/3/2024	0100
8/21/2024	9402	090324	14	1,123.11	All	2024	9/3/2024	9/3/2024	2805
8/21/2024	9403	090324	5	7,976.04	All	2024	9/3/2024	9/3/2024	5600
8/21/2024	9405	090324	1	125.00	All	2024	9/3/2024	9/3/2024	2900
8/21/2024	9406	090324	8	9,099.07	All	2024	9/3/2024	9/3/2024	2115
8/21/2024	9408	090324	1	3,500.00	All	2024	9/3/2024	9/3/2024	1602
8/21/2024	9409	090324	4	1,221.23	All	2024	9/3/2024	9/3/2024	1601
8/21/2024	9410	090324	1	11.40	All	2024	9/3/2024	9/3/2024	0500
8/21/2024	9411	090324	8	2,357.06	All	2024	9/3/2024	9/3/2024	0300
		TOTAL	**373**	**$ 2,529,167.70**					

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0649

APPROVING A SUBGRANT TO THE MEDINA METROPOLITAN HOUSING AUTHORITY TO SUPPORT THE PUBLIC HEALTH RESPONSE TO COVID-19 WITH FUNDING FOR AN EMERGENCY HOUSING ASSISTANCE PROGRAM THROUGH USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021 to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses, and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add Section 603, which established the Coronavirus Local Fiscal Recovery Fund (CLFRF), and

WHEREAS, the Medina County Board of Commissioners created a separate Local Fiscal Recovery Fund per Resolution No. 21-0465 for the purpose of receiving ARPA monies and to track allocations and expenditures consistent with the requirements of ARPA, and

WHEREAS, the ARPA Interim Final Rule permits funds to be used for Homelessness Assistance and the Medina Metropolitan Housing Authority has provided documentation to the Board of County Commissioners to evidence the negative public health and economic impact on certain County residents exacerbated by COVID-19, and

WHEREAS, the Board of County Commissioners now finds that it is in the best interest of the County to authorize a CLFRF Subgrant in the amount of $30,000 to the Medina Metropolitan Housing Authority for the continued operation of its Emergency Housing Assistance Program.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that:

1. There is hereby authorized a CLFRF Subgrant to the Medina Metropolitan Housing Authority to assist with funding of its Emergency Housing Assistance Program, and

2. The Medina County Finance Department is hereby authorized to process payment in the total amount of $30,000 to the Medina Metropolitan Housing Authority for the operation of its Emergency Housing Assistance Program, and

3. The Medina Metropolitan Housing Authority shall submit documentation regarding these authorized expenditures to the Medina County Finance Department to demonstrate compliance with U.S. Treasury Department guidelines for allowable expenses, and

4. The President of the Medina County Board of Commissioners be authorized to sign and execute the Subgrant Agreement with the Medina Metropolitan Housing Authority.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: County Administrator

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0650

ACCEPTING AND AWARDING A BID FOR THE MEDINA COUNTY HOME WINDOW REPLACEMENT PROJECT AND AUTHORIZING THE USE OF COVID-19 STATE AND LOCAL FISCAL RECOVERY FUNDS AS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN

WHEREAS, on June 18, 2024 (Resolution No. 24-0472), the Board of County Commissioners of Medina County, Ohio authorized the Medina County Administrator to advertise for bids for the Medina County Home Window Replacement Project located at 6144 Wedgewood Rd., to improve energy efficiency and increase comfort for the residents and staff of the County Home, and

WHEREAS, on August 16, 2024, bids for the Medina County Home Window Replacement Project were received, as follows:

Company Name	Base Bid
Hallmark Home Solutions, LTD.	$105,608.00
City Construction Company, Inc.	$165,900.00

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021, to provide additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (CLFRF); and

WHEREAS, the Medina County Board of Commissioners (Board) created a separate Local Fiscal Recovery Fund per Resolution 21-0465 for the purpose of receiving ARPA monies and to track allocations and expenditures consistent with the requirements of ARPA; and

WHEREAS, the ARPA Interim Final Rule permits adaptations to public buildings to implement COVID-19 mitigation tactics, and the Board of County Commissioners wishes to utilize these funds for this project; and

WHEREAS, supporting documentation has been received and reviewed, and this Board now finds that it is in the best interest and necessary to authorize an agreement for the replacement of windows at the Medina County Home and it is now recommended that the project be awarded to Hallmark Home Solutions, LTD. for $105,608.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County Ohio:

1) That Hallmark Home Solutions, LTD. be awarded the Medina County Home Window Replacement Project and is hereby approved as a COVID-necessary expenditure in accordance with the guidelines established by the U.S. Treasury Department.

2) The President of the Board be authorized to sign the agreement.

3) Hallmark Home Solutions, LTD. shall submit documentation to the Medina County Finance Department to demonstrate compliance with the U.S. Treasury Department procurement requirements.

NOW, THEREFORE, BE IT FURTHER RESOLVED by this Board of County Commissioners that the above-referenced bids received by the August 16, 2024, submission deadline be hereby accepted for the Medina County Home Window Replacement Project and that the bid in the total amount of $105,608.00 be awarded to Hallmark Home Solutions, LTD. and the cost of this improvement should be paid from the County's ARPA traditional allocation.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: Assistant County Administrator

REGULAR MEETING – TUESDAY, AUGUST 27, 2024

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Aaron M. Harrison Colleen M. Swedyk Stephen D. Hambley

Mr. Harrison offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 24-0651

AUTHORIZING A REQUEST FOR PROPOSAL PROCESS FOR A MEDINA COUNTY FAIRGROUNDS FACILITIES STRATEGIC PLAN

WHEREAS, a Request for Proposal (RFP) document has been developed to solicit submissions from interested and qualified firms to facilitate preparation of a strategic plan to assist the Medina County Fair Board with an analysis of current fairground use to guide future decisions related to future improvements of the fairgrounds, and

WHEREAS, the RFP document identifies the expected scope of services corresponding to the strategic planning process, the proposal submission deadline and expected timeframe for service delivery, and

WHEREAS, the Medina County Fair Board has expressed its support for moving this process forward with the assistance of the Medina County Board of Commissioners, and funding availability for the procurement of the strategic planning consulting services shall likely be made available through use of a portion of the County's ARPA allocation.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that authorization is hereby granted for the solicitation and advertisement for the procurement of the strategic planning consultant services for the benefit of the Medina County Fair Board.

Voting AYE thereon: Mr. Harrison, Mrs. Swedyk, and Mr. Hambley

Adopted: August 27, 2024

Prepared by: County Administrator