

RESOLUTION APPROVING INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF ASHTABULA, ON BEHALF OF ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE ASHTABULA COUNTY CHILDREN SERVICES BOARD, ACDJFS

WHEREAS, Patrick Arcaro, Director of the Department of Job and Family Services, has presented the following agreement for the approval of the Board, to-wit:

- Parties:** AC Department of Job and Family Services, 2924 Donahoe Dr., Ashtabula, OH 44004
AC Children Services Board, 3914 C Court, Ashtabula, OH 44004
Ashtabula County, 25 W. Jefferson St, Jefferson, OH 44047
- Term:** **Retroactive to** October 1, 2020 and shall end upon the completion of the transfer of funds for Federal Fiscal Year 2021 or December 31, 2021, whichever comes first
- Scope:** an interagency agreement for Children Services to prevent neglect, abuse, or exploitation of children or their families. May also be used for protective services for children and emancipating out of foster care services.
- Cost:** **Not to Exceed**, \$509,095.54

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreement noted above is approved in accordance with copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-450

December 07, 2021

RESOLUTION APPROVING INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF ASHTABULA, ON BEHALF OF ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE ASHTABULA COUNTY CHILDREN SERVICES BOARD, ACDJFS

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.


VOTE:

Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski

Aye
Aye
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

INTERAGENCY AGREEMENT

Between

COUNTY OF ASHTABULA, OHIO
on behalf of the
Ashtabula County Job and Family Services
and
Ashtabula County Children Services Board
(FY 2021)

This Agreement is entered into on this 1st day of December, 2021, by and between the **County of Ashtabula, on behalf of Ashtabula County Job and Family Services (“ACJFS”)**, having its principal place of business located at **2924 Donahoe Dr., Ashtabula, Ohio 44004** and **Ashtabula County Children Services Board (“ACCSB”)**, having its principal place of business located at **3914 C Court, Ashtabula, Ohio 44004**.

WHEREAS, the Parties are committed to determining and planning for the highest quality of life for the citizens of Ashtabula County while assuring the most efficient and effective usage of public funds; and

WHEREAS, in Ashtabula County family assistance programs are provided through ACJFS and children assistance services are provided through ACCSB as the Public Children Services Agency, and as such the Parties act as separate entities within the County government structure; and

WHEREAS, The Parties wish to enter into an Interagency Agreement for the purpose of the transfer of funds from the Title XX Base Funds and/or Title XX/TANF Transfer Funds between a county family services agency and ACCSB as the Public Children Services Agency as allowed by the Ohio Department of Job and Family Services when those agencies are not combined under the county structure.

WHEREAS, This Interagency Agreement was authorized through **BOCC Resolution No. 2021-75FINA**.

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the Parties agree as follows:

1. **Award Information:**

CFDA Title and Number: **Title XX/TANF Transfer Allocation 93.667.**

Award Name: **FFY 21 Social Services Block Grant**

Award Amount: Five Hundred and Nine Thousand and Ninety-Five 54/100 (\$509,095.54).

Title XX/TANF Transfer Allocation Purpose: To prevent neglect, abuse, or exploitation of children or their families. May also be used for protective services for children and emancipating out of foster care services.

This funding is to be used for non-allocated costs identified using the R512 Certification of funds report and which are specifically related to the provision of services as mentioned above.

Name of Federal Agency: United States Department of Health and Human Services Program
Authorizing Legislation: Social Security Act, Title XX, as amended; Omnibus Budget
Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs training Bill, Public Law 98-8 and
473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation
Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus
Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C. 1397 ET seq; Deficit Reduction
Act of 2005 ("DRA").

2. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Interagency Agreement were taken and that the person executing this Interagency Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
3. Term. This Agreement shall be in effect retroactively to October 1, 2020 and shall end upon the completion of the transfer of funds for Federal Fiscal Year 2021 or December 31, 2021, whichever occurs first.
4. Services and Deliverables. ACJFS shall transfer Title XX/TANF Transfer funds to ACCSB Fund 2078.
5. Reports and Records. ACCSB shall maintain and provide to ACJFS upon demand the following records and reports:
 - a. Accounting and fiscal records adequate to enable ACJFS or the County or the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this Intergovernmental Agreement are used for the purposes stated in this Interagency Agreement.
 - b. Other records and reports as required by the County to enable the County to comply with Local, State of Ohio and Federal statutes and regulations.
 - c. All records pertaining to this project shall be retained and made available for a minimum of three (3) years after ACCSB receives the last reimbursement pursuant to this Intergovernmental Agreement.
6. Responsibility for Audit Exceptions. ACCSB agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate State or Federal audit authority directly related to errors that arise from the actions of ACCSB relative to the provisions of this Interagency Agreement. If an appropriate State or Federal audit authority determines compliance has not been achieved, ACCSB will be responsible for taking prompt corrective action, including paying amounts resulting from an adverse finding, sanction or penalty, in so far as such noncompliance arises solely from the actions of ACCSB. In the event that such auditor finds the error arose from the actions of ACJFS, ACJFS agrees to accept responsibility for ACJFS' respective obligations.

7. Limitation of Liability. The County, ACCSB and ACJFS are public entities and their liability is governed under the provisions of Chapter 2744 of the Ohio Revised Code.

8. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this Interagency Agreement be construed, held out or considered a joint venture or principal-agent.

9. Federal Compliance. Notwithstanding other provisions in this Agreement, ACCSB will comply with the following provisions, as outlined in Section 5101:9-4-07 (K) of the Ohio Administrative Code, as applicable. Compliance with these provisions does not relieve ACCSB of having to comply with all other provisions of this Agreement.

- a. Equal Employment. ACCSB will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor Regulations (41 C.F.R. Chapter 60).
- b. Davis-Bacon. ACCSB will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in U.S. Department of Labor Regulations (29 C.F.R. Part 5).
- c. Copeland "Anti-Kickback" Act. ACCSB will Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. Department of Labor Regulations (29 C.F.R. Part 3).
- d. Contract Work Hours and Safety Standards Act. ACCSB will comply with § 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by in U.S. Department of Labor Regulations (29 C.F.R. Part 5).
- e. Environmental. ACCSB will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- f. Energy Efficiency. ACCSB will comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

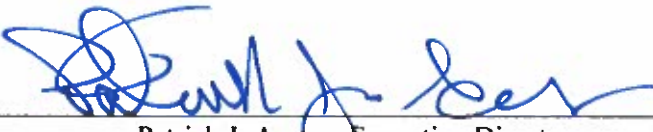
10. Miscellaneous.

- a. Assignment. Neither party shall assign its right or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- b. Integration. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

- c. Waiver. The remedies contained in this Agreement will be cumulative, and additional to any remedies provided in law or equity. No waiver of a breach of any provision of this Agreement will constitute a waiver of any other provisions.
- d. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
- e. Compliance. ACCSB agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- f. Ethics Compliance. ACCSB, ACJFS and the County agree to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio Administrative Code. By signing this Agreement, ACCSB certifies to be in compliance with these provisions.
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws. Any litigation arising under this Agreement must be litigated in the Ashtabula Municipal Court or the Ashtabula County Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.


Therefore, the below listed parties enter into this Interagency Agreement:

SIGNATURES:




Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

12.1.2021
Date



Tania Burnett, Executive Director
Ashtabula County Children Services Board

12/1/2021
Date





12-7-21
Date



Ashtabula County Board of Commissioners