

SPRINGFIELD TOWNSHIP TRUSTEES
LUCAS COUNTY, OHIO
RESOLUTION 20-023

TO APPROVE SUB-AWARD OF CORONAVIRUS RELIEF FUNDS

The Board of Trustees of Springfield Township, Lucas County, Ohio, met in Regular Session on November 2, 2020, at 7617 Angola Road, Holland, Ohio, with the following members present:

Tom Anderson Jr. Robert Bethel Andrew Glenn

Robert Bethel moved the adoption of the following Resolution:

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security Act, Pub.L. 116-136, Div. A, Title V, §5001, 42 U.S.C.A. §801 (the "CARES Act") established the Coronavirus Relief Fund ("CRF") for making payments to States and units of local government to be used, inter alia, to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the Township received an award of a portion of the CRF funding through the Ohio Office of Budget and Management as a result of legislation from the Ohio General Assembly and the Ohio Controlling Board allocating federal funding, House Bills 481 and 614 of the 133rd General Assembly; and

WHEREAS, the Township may sub-award a portion of its CRF funding to carry out the purposes of the Township award.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Springfield Township, Lucas County, Ohio:

1. That the Township has identified the need for physical environments and facilities within the public schools in the Springfield Township community that are more free of viruses and pathogens as necessary due to the COVID-19 public health emergency.
2. That the Springfield Local School District (the "District") most directly can provide physical environments and facilities within the public schools in the Springfield Township community that are more free of viruses and pathogens.
3. That a sub-award of a portion of the Township's CRF funding to the District to permit the District to employ technologies to provide physical environments and facilities within the public schools in the community that are more free of viruses and pathogens will address a specific need arising because of the COVID-19 public health emergency and will expand the ability of the Township to respond the needs of the community due to the public health emergency.
4. That it is in the best interests of the Township, the District and the Springfield Township community and its residents to sub-award to the District the sum of Thirty-six Thousand Two

SPRINGFIELD TOWNSHIP TRUSTEES
LUCAS COUNTY, OHIO
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TO APPROVE SUB-AWARD OF CORONAVIRUS RELIEF FUNDS

Hundred Forty-five and 44/100 Dollars (\$36,245.44) (the "Sub-Award Amount") from the Township's separate Fund: 2272 Coronavirus Relief Fund to be used for the acquisition for installation in duct ventilation systems of air purification technology and devices to reduce, inactivate or kill airborne viruses and pathogens, and the acquisition of electrostatic sprayer equipment useful for disinfection of surfaces, objects, and public areas, all for use in the District's public school buildings.

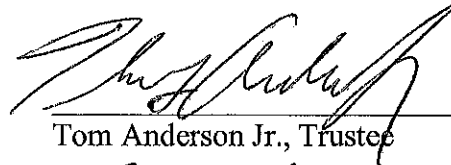
5. That the described uses of the Sub-Award Amount are necessary expenditures to be incurred due to the COVID-19 public health emergency.
6. That the Board of Trustees hereby approves and authorizes execution of the Notice of Sub-Award and the Agreement for Sub-Award of Coronavirus Relief Funds between the Township and the District substantially in the forms attached hereto as Exhibits A and B, respectively, and incorporated herein by reference, with such changes that are not inconsistent with this Resolution, are not substantially adverse to the Township and are approved by the Township Administrator and Law Director, all of which shall be evidenced conclusively by the execution of the Notice of Sub-Award and the Agreement for Sub-Award of Coronavirus Relief Funds by the Trustees.
7. That Township Administrator Michael Hampton is authorized and directed to take any further actions and to sign and deliver any further agreements, certificates or documents that are necessary, reasonable or appropriate to carry out and to give effect to the Notice of Sub-Award and the Agreement for Sub-Award of Coronavirus Relief Funds and this Resolution.
8. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

Andrew Glenn seconded the motion and roll was called on the question of its adoption. Vote was as follows:

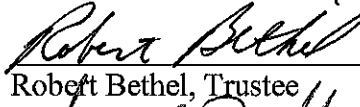
<u>NAME</u>	<u>VOTE</u>
Tom Anderson Jr.	YES
Robert Bethel	YES
Andrew Glenn	YES

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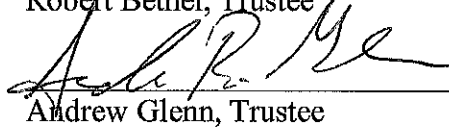
TO APPROVE SUB-AWARD OF CORONAVIRUS RELIEF FUNDS



Tom Anderson Jr., Trustee



Robert Bethel, Trustee



Andrew Glenn, Trustee

ATTEST:

Barbara Dietze, Fiscal Officer


November 2, 2020 Regular Trustee Meeting

SPRINGFIELD TOWNSHIP TRUSTEES
LUCAS COUNTY, OHIO
RESOLUTION 20-023

TO APPROVE SUB-AWARD OF CORONAVIRUS RELIEF FUNDS

EXHIBIT A

Notice of Sub-Award

[See attached.]

SPRINGFIELD TOWNSHIP TRUSTEES
LUCAS COUNTY, OHIO
RESOLUTION 20-023

TO APPROVE SUB-AWARD OF CORONAVIRUS RELIEF FUNDS

EXHIBIT B

Agreement for Sub-Award of Coronavirus Relief Funds

[See attached.]

AGREEMENT FOR SUB-AWARD OF CORONAVIRUS RELIEF FUNDS

This Agreement for Sub-Award of Coronavirus Relief Funds is made between Springfield Township, Lucas County Ohio, a township and political subdivision of the State of Ohio with a business address of 7617 Angola Road, Holland, Ohio 43528-8602 (the "Township"), and Springfield Local School District, a local school district and political subdivision of the State of Ohio with a business address of 6900 Hall Street, Holland, Ohio 43528-9485 (the "District") (this "Agreement").

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security Act, Pub.L. 116-136, Div. A, Title V, §5001, 42 U.S.C.A. §801 (the "CARES Act") established the Coronavirus Relief Fund ("CRF") for making payments to States and units of local government to be used, inter alia, to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the Township received an award of a portion of the CRF funding through the Ohio Office of Budget and Management as a result of legislation from the Ohio General Assembly and the Ohio Controlling Board allocating federal funding, House Bills 481 and 614 of the 133rd General Assembly; and

WHEREAS, the Township has identified the need for physical environments and facilities within the public schools in the Springfield Township community that are more free of viruses and pathogens as necessary due to the COVID-19 public health emergency; and

WHEREAS, the District most directly can provide physical environments and facilities within the public schools in the Springfield Township community that are more free of viruses and pathogens; and

WHEREAS, a sub-award of a portion of the Township's CRF funding to the District to permit the District to employ technologies to provide physical environments and facilities within the public schools in the community that are more free of viruses and pathogens will better address a specific need arising because of the COVID-19 public health emergency and will expand the ability of the Township to respond the needs of the community due to the public health emergency.

NOW THEREFORE, the parties agree as follows:

1. Sub-Award. The Township sub-awards to the District, and the District accepts from the Township, the sum of Thirty-six Thousand Two Hundred Forty-five and 44/100 Dollars (\$36,245.44) (the "Sub-Award Amount"), to be held, used and administered as set forth in this Agreement and in the Notice of Sub-Award attached hereto as Exhibit A and incorporated herein by reference. As used in the Notice of Sub-Award, the Township is identified therein as the "Pass-Through Entity" and the District is identified as the "Subrecipient".

The Sub-Award Amount will be paid to the District from the Township's separate Fund: 2272 Coronavirus Relief Fund, and the District shall establish, deposit the Sub-Award Amount into, and make all payments for the uses permitted in this Agreement and the Notice of Sub-Award from, its separate Fund: 510-9221. Money in the District's Fund shall be used only to cover costs of the District consistent with this Agreement. The District shall not permit any interest to accrue on the Sub-Award Amount.

The Sub-Award is being paid to the District as an advancement for the uses permitted in this Agreement and the Notice of Sub-Award, and not as a reimbursement.

2. Use of Sub-Award. The District shall use the Sub-Award Amount only for the acquisition for installation in duct ventilation systems of air purification technology and devices to reduce, inactivate or kill airborne viruses and pathogens, and the acquisition of electrostatic sprayer equipment useful for disinfection of surfaces, objects, and public areas, all for use in the District's public school buildings. The parties agree that such uses of the Sub-Award Amount are necessary expenditures to be incurred due to the COVID-19 public health emergency.

No indirect or administrative costs shall be paid to or by the District from the Sub-Award Amount.

The District solely shall be responsible for the identification, selection, acquisition, installation and/or engagement of products, devices, technology, equipment and vendors so long as the same are used or useful in achieving the specific permitted uses of the Sub-Award Amount. The District shall follow its own procurement policies and practices for such projects and acquisitions.

3. Conditions of Sub-Award. The grant of the Sub-Award Amount from the Township to the District, and the use of the Sub-Award Amount by the District, are conditioned upon the following terms:

(a) Prior to encumbering any of the Sub-Award Amount, the District shall obtain and provide a copy to the Township a statement or opinion from the Lucas County Health Department or other local health official or recognized consultant that the uses of the Sub-Award Amount as set forth in Paragraph 2 herein are necessary due to the public health emergency with respect to COVID-19;

(b) The District shall encumber the Sub-Award Amount on or before November 16, 2020;

(c) The District shall provide periodic reports to the Township of the progress on all uses of the Sub-Award Amount, including copies of purchase orders, ordered on dates, received on dates, installed on dates, tested on dates, operational dates and completion dates, as well as evidence of any progress or other payments made by the District from the Sub-Award Amount;

(d) The District shall complete all acquisitions and pay in full for the same on or before December 30, 2020, and shall not pay any amounts from the Sub-Award Amount after December 30, 2020;

(e) The District shall permit the Township and its auditors without the necessity of a public records request to have access to the District's records and financial statements as necessary for the Township to confirm the District's compliance with the terms of this Agreement and to meet the Township's own requirements regarding the use of the Sub-Award Amount; and

(f) On or before January 15, 2021 the District shall provide to the Township a final report of (i) all completed acquisitions paid for with Sub-Award Amounts, (ii) any uncompleted acquisitions as of December 30, 2020, (iii) copies of delivery receipts or certificates of completion for completed acquisitions if applicable, and (iv) a full accounting of all expended and unexpended Sub-Award Amounts.

4. Return/Repayment of Sub-Award Amount.

(a) *Return.* The District shall return to the Township:

(i) any portion of the Sub-Award Amount that is not encumbered by the District as of November 16, 2020, such amount(s) to be delivered to the Township not later than November 20, 2020; and

(ii) any unexpended funds in the District Fund 510-9221 as of December 30, 2020, such amounts to be delivered to the Township not later than January 15, 2021.

(b) *Repayment.* The District shall repay to the Township an amount equal to the entire Sub-Award Amount whether or not all or any portion thereof already has been incurred or spent by the District and whether or not such amounts are in the Fund 510-9221, and without liability or obligation of the Township to the District or its contractors or vendors whatsoever, if:

(i) the District uses the Sub-Award Amount or any portion thereof for other than the uses permitted in Paragraph 2 and in the Notice of Sub-Award, such amount to be repaid to the Township not later than January 15, 2021;

(ii) the District fails timely to fully comply with the provisions of Paragraph 3(a), 3(c), 3(d), 3(e), 3(f), or 4(a), such amount to be repaid to the Township not later than January 15, 2021;

(iii) the Township terminates this Agreement in accordance with Paragraph 7, below; or

(iv) the sub-award from the Township to the District is disallowed or disregarded for any reason by the Ohio Auditor of State, the Ohio Office of Budget and Management, or by any state or federal agency having jurisdiction, such amount to be

repaid to the Township within thirty (30) days following any final determination by the relevant authority.

5. Representations by the District. The District represents to the Township as follows:

(a) The use of the Sub-Award Amount for the purposes set forth in Paragraph 2 above:

(i) are necessary expenditures for actions to be taken by the District to respond to the public health emergency with respect to COVID-19;

(ii) such expenditures were not accounted for in the District's FY 2020 budget as in effect on March 27, 2020; and

(iii) such expenditures were not incurred by the District prior to March 1, 2020;

(b) The District has prior experience with federal awards and sub-awards, and receives over \$2 million annually in Federal grants including Titles I, IIA, IV and VI-B;

(c) The copies of the District's FY 2019, 2018 and 2017 Single Audits provided by the District to the Township are true and correct copies, each of which indicates the District's compliance with the compliance requirements regarding major federal programs;

(d) The District does not have an indirect cost rate with the federal government; and

(e) The District does not have new personnel or new or substantially changed financial systems regarding the administration of federal awards.

6. Dispute Resolution. Any dispute or claim of default arising under this Agreement first shall be referred for consideration and comment within five (5) business days of the referral to a body comprised of one member of the legislative authority of each party to this Agreement and one other person selected by those two (2) persons.

7. Term and Termination. The term of this Agreement shall commence as of the date of the last signature below, and shall terminate upon the earlier of (a) termination by the Township as provided in the following paragraph, or (b) January 31, 2021.

If any representation by the District set forth herein is found to be not true, or if the District breaches any term of this Agreement, the Township shall provide written notice to the District setting forth with specificity the alleged untrue representation or the claimed breach and the steps to be taken to remedy the alleged untrue representation or claimed breach. If the District fails to remedy the alleged untrue representation or the claimed breach within five (5) business days following receipt of the written notice, the Township may, but need not, terminate this Agreement immediately upon expiration of the said five (5) business day period upon written notice to the District; provided, however, that any claimed breach first shall have been submitted for dispute resolution Paragraph 6, above.

8. Relationship of the Parties. The relationship of the parties to this Agreement shall be that of independent contractors. Nothing set forth in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or other such relationship between the parties hereto.

9. Notices. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be effective upon receipt, if given (a) in person or by courier or a courier service, (b) by certified U.S. mail, return receipt requested, or (c) by nationally recognized overnight delivery service, addressed as follows:

If to the Township: Springfield Township, Lucas County, Ohio
 ATTN: Administrator
 7617 Angola Road
 Holland, Ohio 43528-8602

If to the District: Springfield Local School District
 ATTN: Treasurer
 6900 Hall Street
 Holland, Ohio 43528-9485

Either party at any time may change its notice address by providing notice to the other party by delivery of notice of such change by the method described above.

10. Amendment/Waiver. No change, modification or amendment of or waiver of any obligation under this Agreement will be enforceable unless set forth in writing and signed by each party.

11. Waiver of Breach. Waiver by any party of a breach of any of the terms or provisions of this Agreement by the other party at any time or times shall not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

12. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

13. No Third Party Beneficiary. Except as specifically set forth in this Agreement, none of its provisions are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

14. Assignment. No party may assign any of its rights, interests or obligations under this Agreement without obtaining the prior written consent of the other party.

15. Binding Effect. This Agreement shall be binding upon, and the benefits inure to, the parties and their respective successors and permitted assigns.

16. Survival. Notwithstanding expiration or termination of this Agreement for any reason, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to such expiration or termination.

17. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio. The jurisdiction and venue for any action between the parties regarding this Agreement shall be in the federal or state courts located in Toledo, Lucas County, Ohio, and all parties hereto consent to the exercise of personal jurisdiction over them by such courts.

18. Entire Understanding. This Agreement, together with the Notice of Sub-Award, sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties.

19. Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by all the parties.

20. Time of the Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

21. Signatures Authorized. The parties represent that the execution of this Agreement and the Notice of Sub-Award and the signatures of the signatories below have duly been authorized by the respective legislative bodies of each party to this Agreement.

22. Counterparts. This Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

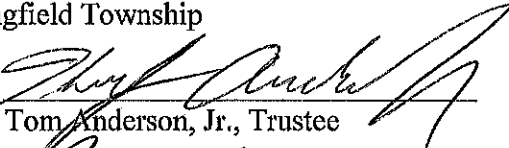
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[Signatures appear on the following pages]

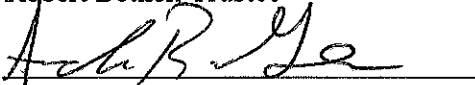
PASS-THROUGH ENTITY:

**SPRINGFIELD TOWNSHIP,
LUCAS COUNTY, OHIO**

Pursuant to Resolution No. 20-023
of the Board of Trustees of
Springfield Township

By: 
Tom Anderson, Jr., Trustee

By: 
Robert Bethel, Trustee

By: 
Andrew Glenn, Trustee

Dated: November 2, 2020

SUBRECIPIENT:

**SPRINGFIELD LOCAL SCHOOL
DISTRICT**

Pursuant to Resolution No. 10282020-4d
of the Board of Trustees of the
Springfield Local School District

By: 

Print Name: Paul Ryan Lockwood III

Title: Treasurer/CFO

Dated: October 28, 2020

EXHIBIT A TO
AGREEMENT FOR SUB-AWARD OF
CORONAVIRUS RELIEF FUNDS

Notice of Sub-Award

[See attached.]

NOTICE OF SUB-AWARD

Federal Award Identification:

The federal Coronavirus Aid, Relief, and Economic Security Act, Pub.L. 116-136, Div. A, Title V, §5001, 42 U.S.C.A. §801 (the "CARES Act") established the Coronavirus Relief Fund ("CRF") for making payments to States and units of local government to be used, inter alia, to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Federal funds were awarded by the U.S. Department of Treasury to the State of Ohio. The Pass-Through Entity herein received an award of a portion of the CRF funding through the Ohio Office of Budget and Management as a result of legislation from the Ohio General Assembly and the Ohio Controlling Board allocating federal funding, House Bills 481 and 614 of the 133rd General Assembly.

Federal Award Identification Number:

SLT0018 and SKT0234

Federal Award Date:

March 27, 2020

Catalog of Federal Domestic Assistance (CFDA) Number:

21.019 Coronavirus Relief Fund

Federal Award Project Description:

Cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19")

Portion of Federal Funds Awarded to State of Ohio Allocated to Pass-Through Entity:

\$973,843.81

Pass-Through Entity Name, Unique Entity Number and Contact Information:

Springfield Township, Lucas County, Ohio

DUNS 101969884; CAGE Code 8MQ88

7617 Angola Road
Holland, OH 43528-8602
Attn: Michael Hampton, Administrator

Subrecipient Entity Name, Unique Entity Number and Contact Information:

Springfield Local School District

DUNS 049172042; CAGE Code 4YSZ1

6900 Hall Street

Holland, Ohio 43528-9485

Attn: P. Ryan Lockwood, III, Treasurer/CFO

Sub-Award Period of Performance Start and End Date:

November 2, 2020-December 30, 2020

Intended Use by Subrecipient of Sub-Awarded Funds:

Acquisition for installation in duct ventilation systems of air purification technology and devices to reduce, inactivate or kill airborne viruses and pathogens, and acquisition of electrostatic sprayer equipment useful for disinfection of surfaces, objects, and public areas, all for use in public school buildings.

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:

\$36,245.44

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:

\$36,245.44

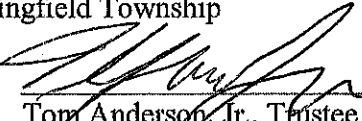
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[Signatures appear on the following pages.]

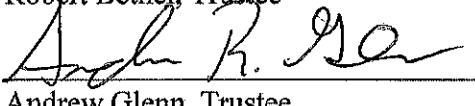
PASS-THROUGH ENTITY:

**SPRINGFIELD TOWNSHIP,
LUCAS COUNTY, OHIO**

Pursuant to Resolution No. 20-023
of the Board of Trustees of
Springfield Township

By: 
Tom Anderson, Jr., Trustee

By: 
Robert Bethel, Trustee

By: 
Andrew Glenn, Trustee

Dated: November 2 2020

SUBRECIPIENT:

**SPRINGFIELD LOCAL SCHOOL
DISTRICT**

Pursuant to Resolution No. 10282020-4d
of the Board of Trustees of the
Springfield Local School District

By: 

Print Name: Paul Ryan Lockwood III

Title: Treasurer/CFO

Dated: October 28, 2020