

#### **RESOLUTION 2024-41**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AND ENTER INTO THE GRANT AGREEMNT WITH THE STATE OF OHIO OFFICE OF BUDGET AND MANAGEMENT (OBM) RELATING TO THE ONE TIME STRATEGIC COMMUNITY INVESTMENT FOR THE POWELL ADVENTURE PARK EXPANSION PROJECT.

WHEREAS, Pursuant to Section 200.20 of Substitute House Bill 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments: and

WHEREAS, the money identified above is to provide grant funding for local projects; and

WHEREAS, the Expansion Project for Adventure Park ("Project") has been identified as a Capital Project in 2025 and is eligible to receive grant funding under this program; and

WHEREAS, the funds will be distributed once the funding request form and Grant Agreement between the Office of Budget and Management ("OBM") and the City of Powell are completed and submitted; and

WHEREAS, any unexpended funds at the completion of the Project and the deadline of June 30, 2026 will be returned to the OBM. Staff is required to provide a final report on the use of funds to OBM no later than July 31, 2026.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:

That the City Manager is hereby authorized to enter into the grant agreement with the Ohio Office of Budget and Management for the One Time Strategic Community Investment in the amount of \$480,000 to be used for the Powell Adventure Park Expansion Project.

It is hereby found and determined that all formal actions of this Council Section 2: concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

EFFECTIVE DATE: October 15, 2024

This legislation has been posted in accordance with the City Charter on this date \_\_\_\_\_\_\_

# GRANT AGREEMENT BETWEEN THE OFFICE OF BUDGET AND MANAGEMENT AND

CITY OF POWELL

This Grant Agreement ("Agreement") is made and entered into by and between the State of Ohio (the "State"), through the Ohio Office of Budget and Management ("OBM"), acting by and through its Director, and located at 30 E. Broad Street, 34th Floor, Columbus, Ohio 43215, and CITY OF POWELL (the "Recipient" or "Grantee"), acting by and through its authorized representative, and located at (each individually a "Party" or collectively the "Parties").

**WHEREAS**, pursuant to Section 200.20 of Substitute House Bill 2 (the "Act"), the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments;

WHEREAS, pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for the projects listed in that section in the amounts listed;

WHEREAS, pursuant to Section 200.30 of the Act, OBM, prior to disbursing a grant to a Recipient, shall enter into this Agreement with the Recipient;

WHEREAS, pursuant to Section 200.30 of the Act, the Recipient, as part of this Agreement, shall agree to complete a final report, in a form and manner prescribed by OBM, detailing how the Recipient used the grant and submit the report to OBM; and

WHEREAS, pursuant to Section 200.30 of the Act, the Grantee was appropriated \$480,000 for the project titled Powell Adventure Park Expansion Project

Powell Adventure Park Expansion Project

(the "Project").

**NOW, THEREFORE,** for the purposes of providing these grant funds to the Grantee in accordance with the Act, the Parties hereby covenant and agree as follows:

- 1. **Funding Amount and Purpose.** OBM agrees to provide the Grantee \$480,000 via electronic funds transfer to be used by the Grantee for the purposes of funding the Project. In no event shall the State or OBM's financial commitment to the Grantee exceed \$480,000 as provided for in this Section. Any funds provided under this Agreement that are not spent in conformity with the intent and purpose of the appropriation designated in Section 200.30 of the Act or in violation of other federal, state, or local laws, rules, regulations, or Executive Orders shall be returned in full to the State. Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations of the General Assembly.
- 2. **Certification of Funds.** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations of the Parties under this Agreement shall be binding on either Party until all statutory provisions of the Ohio Revised Code ("R.C.") including, without limitation, R.C. 126.07, have been complied with, and until such time as all funds have been made available.
- 3. Performance Period; Report of Expenditures.

- a. Initial Period. The Grantee acknowledges the performance period for this Agreement runs through June 30, 2026. The Grantee will make a good faith effort to complete the Project on or before June 30, 2026. No later than July 31, 2026, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- b. Extension. If the Grantee has not expended all funds for the Project by June 30, 2026, the Parties, by mutual consent, may extend this Agreement. In lieu of a final report as provided in Section 4(a) of this Agreement, the Grantee agrees to submit an interim report to OBM detailing the use of funds and the expected completion date of the Project. The interim report shall be submitted to OBM no later than July 31, 2026. As permitted by the extension, no later than thirty (30) days following completion of the Project or the expenditure of all funds, whichever is sooner, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- c. **Project Incompletion.** To the extent applicable, should the Grantee decide not to complete the Project as provided in this Agreement, the Grantee will provide OBM with a final report detailing why the Grantee has chosen not to proceed with the Project. The final report shall be submitted to OBM no later than the last agreed upon date for completion of the Project. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- 4. **Relationship of the Parties.** It is fully understood and agreed to by the Grantee that neither the Grantee nor its officers, employees, agents, representatives, contractors, or other personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State or OBM.

#### 5. Term of Agreement.

- a. **Effective Date.** This Agreement shall commence and be binding on the Parties upon the completion of: (i) the signature of the Grantee's authorized representative below; and (ii) the Grantee's receipt of funds.
- b. **Expiration.** This Agreement will, unless otherwise earlier terminated herein, expire two (2) years following the date of the Grantee's submission of its final report to OBM pursuant to Section 4 of this Agreement.

Provisions of this Agreement have no force upon expiration unless its context provides otherwise.

- c. **Termination for Cause.** OBM reserves the right to terminate this Agreement upon written notice to the Grantee and to recover any funds distributed to the Grantee, or by the Grantee to contractors or other payees, in violation of the terms of this Agreement.
- d. **Breach; Opportunity to Cure.** OBM, in its sole discretion, may permit the Grantee to cure a breach in this Agreement. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding OBM permitting a period of time to cure the breach or the Grantee's cure of the breach, nothing in this Agreement shall prohibit the State or OBM from exercising any other rights or remedies available to it under federal or state law.
- 6. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the funding opportunity. The authorized representative on the grant agreement will serve as the main point of contact for this funding whereas additional contacts listed on the funding request form, as applicable, will serve as grant contacts for administrative purposes.
- 7. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee to OBM within forty-five (45) days of demand. Any such remittance shall include a copy of this Agreement.
- 8. **Reports and Records.** During the term of this Agreement and for two (2) years following the date of the Grantee's submission of its final report to OBM, the Grantee shall keep and make all reports and records associated with the grant under this Agreement available to the State, OBM, the Ohio Auditor of State, or other authorized representatives or agents of the foregoing as necessary upon request.
- 9. Liability; Waiver of Liability. The Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each Party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that OBM does not indemnify the Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of the Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall OBM be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against OBM or any department, agency, or official of the State in the case of claim or suit arising from the funds provided to the Grantee under this Agreement. The Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against OBM and its employees, agents, officials, and attorneys arising from, or relating to, this Agreement.
- 10. Public Funds Compliance. The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by the Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect

- the funds against loss. Funds granted to the Grantee shall be held in compliance with Chapter 135 of the Revised Code, as applicable.
- 11. **Ohio Ethics Law.** The Grantee certifies that it is in compliance with and will continue to adhere to the requirements of the Ohio ethics and conflict of interest laws as found in Chapter 102 of the Revised Code and R.C. 2921.42 and 2921.43. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
- 12. **Drug-free Workplace.** The Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace and shall make a good faith effort to ensure that none of its employees or permitted contractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 13. **No Findings for Recovery.** The Grantee represents and warrants to the State that no officer, employee, or agent is subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by OBM to be false, the Agreement shall be void ab initio as between the Parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
- 14. **Employment Nondiscrimination.** Pursuant to R.C. 125.111, the Grantee agrees that Grantee and any contractor or subcontractor will not discriminate against any citizen of this state in the employment of a person qualified and available to perform work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. In addition, the Grantee further agrees that Grantee and any contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, will not discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. To the extent applicable, the Grantee represents that the contractor(s) from whom the Grantee makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, and has filed a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development.
- 15. **Prevailing Wage.** To the extent applicable, the Grantee shall comply with the prevailing wage requirements of Chapter 4115 of the Revised Code extending from this Agreement.
- 16. **Competitive Selection.** The Grantee shall comply with all applicable state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by the Grantee, the Grantee shall employ an open and competitive process in the selection of its contractors.
- 17. **Campaign Contributions.** The Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. 3517.13.

- 18. Compliance with Laws. The Grantee shall comply with Section 200.30 of the Act and all applicable federal, state, or local laws, rules, regulations, or Executive Orders in the performance of the Grantee's obligations under this Agreement.
- 19. **Indemnification.** Unless the Grantee is otherwise prohibited from indemnifying the State or OBM under state or federal law, the Grantee agrees to indemnify and to hold the State and OBM harmless and immune from any claims or causes of action arising from, or related to, implementing the Project, including any acts or omissions of the Grantee or its officers, employees, agents, representatives, contractors, or other personnel. Neither the State nor OBM shall be considered a party to and shall not be held liable under any contract entered into by the Grantee in carrying out its activities pursuant to this Agreement.

#### 20. Miscellaneous Provisions.

- a. **Controlling Law.** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. **Days.** When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise.
- c. Waiver. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- d. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of OBM.
- e. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
- h. **Amendment.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing, and officially signed by both Parties.
- Counterparts. This Agreement may be executed in any number of counterparts, each of
  which shall be deemed an original, and all of which shall constitute but one and the same
  instrument.

Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon an electronic signature of any other Party delivered in such a manner as if such signature were an original.
were an original.

(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, this Agreement is signed by the duly authorized representatives of OBM and the Grantee and shall be effective in accordance with Section 6(a) of this Agreement.

## As to the Grantee, the Authorized Representative:

By:		Date:	
	Andrew D. White		
	City Manager		
As to the Ohio Office of Budget and Management:			
Ву:	Kimberla Humido	Date: September 26, 2024	
	Kimberly A. Murnieks Director		

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# One Time Strategic Community Investments Grant Program

Guidance and Frequently Asked
Questions

#### **Purpose**

The purpose of this document is to provide guidance on accessing funding provided under Section 200.30 of Substitute House Bill 2 (H.B. 2) of the 135th Ohio General Assembly.

#### **Funding Information**

Pursuant to Sections 200.20 and 200.30 of H.B. 2, the Ohio Office of Budget and Management (OBM) is appropriated \$717,800,000 to administer grants for One Time Strategic Community Investments for specific projects listed in the bill. Recipients must use these funds consistent with H.B. 2 and other applicable federal, state, or local laws, rules, regulations, or Executive Orders.

#### **Eligibility**

Organizations associated with the projects listed in Section 200.30 of H.B. 2 are eligible to receive this funding. The Ohio General Assembly provided OBM with the list of organizations associated with each project and, therefore, the distribution methodology is not subject to review or appeal.

To access funding, eligible organizations (hereinafter referred to as "recipients") are required to complete a funding request form on the OBM Grants Portal and enter into a grant agreement with OBM.

#### Performance Period and Reporting

The performance period for this program runs through June 30, 2026. Recipients will be required to submit a final report on the use of funds to OBM which will be shared with members of the Ohio General Assembly. The final report will be due no later than July 31, 2026, although recipients may file the final report early if all funds have been expended toward the project. If funds are not fully expended by the performance period end, however, an extension may be considered. If an extension is requested, a recipient must complete reporting due July 31, 2026, utilizing the interim report template. Extended projects must complete a final report and submit to OBM within 30 days of completion of the project or the expenditure of all funds, whichever is sooner.

#### Responsibilities, Records, & Future Audits

Funds may be subject to future review or audit to ensure funds expended under the One Time Strategic Community Investments Grant Program are consistent with H.B. 2 and other federal, state, or local laws, rules, regulations, or Executive Orders. Records shall be maintained for a period of two (2) years following the date of the recipient's submission of its final report to OBM. Furthermore, records must be made available upon request to OBM, the Ohio Auditor of State, Independent Public Auditors that perform audits on behalf of the Ohio Auditor of State, and/or other oversight entities for audit or review.

# **Frequently Asked Questions**

#### 1) Who will receive funding?

Section 200.30 of H.B. 2 authorized One Time Strategic Community Investments projects and funding. Organizations associated with these projects are eligible to receive funding.

#### 2) How can my organization use the funding?

Recipients must use funds in accordance with Section 200.30 of H.B. 2. Expenditures should align with the intent of the project as described in H.B. 2.

# 3) I have already completed an application with the House and/or Senate; will I have to complete another application for this funding?

The General Assembly awarded and appropriated the funding; this is the process to access and claim those funds. To streamline the process, OBM is using the Grants Portal to allow recipients an easy method to claim funding and submit the final report. Because the Grants Portal is typically used for traditional grants, there are references in the portal and associated job aids for completing an application or to "apply" for funding. With regards to this funding, the application serves as the request to obtain funding. This is not a new application process. The funding request form can be found at Funding Opportunities (ohio.gov). Requestors should locate the funding opportunity "One Time Strategic Community Investments Grant Program" and click the hyperlink. The grant agreement attached to the funding opportunity must be completed and signed by an authorized representative of the recipient. Once signed, the grant agreement must be uploaded as part of the request process. After clicking the "apply" button, a requestor will be redirected to the Ohio Grants Portal. Requestors must have an OH|ID (Ohio's Digital Identity Standard) to log in to the Ohio Grants Portal to complete the form to access this funding.

#### 4) What is an OHIID and how do I set up one to start the claims process?

OH|ID provides users with a more secure and private experience during online interactions with State of Ohio programs. By creating an OH|ID account, citizens or businesses can sign into multiple State of Ohio government agency systems more securely. An OH|ID account can access multiple State applications after entering a username and password one time, thereby creating a seamless digital experience from any device. An OH|ID is required to log in to the Ohio Grants Portal. Visit <a href="https://ohid.ohio.gov/wps/portal/gov/ohid/create-account">https://ohid.ohio.gov/wps/portal/gov/ohid/create-account</a> to create an account. When setting up your OH|ID, please be sure to use the same email address you plan to use when completing the form to claim funding. Once you receive your OH|ID login credentials, you may log in to the Ohio Grants Portal by using the "apply" button on the funding opportunity.

# 5) Where can I find help in completing the funding request form to access funding?

A job aid for "Searching and Applying for Funding Opportunities" is available on the website at <a href="https://grants.ohio.gov/training-and-resources/for-grant-applicants-and-recipients/07">https://grants.ohio.gov/training-and-resources/for-grant-applicants-and-recipients/07</a> ohio-grants-portal.

#### 6) Do I need to complete the funding request form in one sitting?

No, the form can be saved and submitted later but must be completed before the submission deadline listed on the Funding Opportunity. Log in to the Ohio Grants Portal at https://grantsportal.ohio.gov/using your OHID to access applications or forms, view the status, and complete activity reports.

## 7) What information is required to complete the funding request form?

To access this funding, the following information will be required for the organization to enter to claim funds:

- Tax or employer identification number (TIN/EIN)
- Payee identification number (commonly referred to as Supplier ID)
- Validation code (code emailed to the organization contact)

Additional questions to support the funding request will be required (See FAQ #9).

#### 8) What is required for a funding request to be paid?

The funding request form must be complete and in "Submitted" status prior to the deadline to be processed for funding (i.e., forms in "Draft" status are incomplete and have not been submitted ). Once the form is deemed complete and the information is validated, payments will be made. Complete forms must include the signed grant agreement. Submitted forms that do not meet these requirements will be rejected or returned and reasoning provided. Forms may also be rejected if the project is not listed in Section 200.30 of H.B. 2 or the requestor is not associated with a project. Requests that do not meet the deadline will have to work directly with OBM.

## 9) What questions will be required to be answered as part of the funding request form?

Organizations should be prepared to respond to:

- Provide a brief description of the planned use of funds.
- Provide an estimated project timeline from start to completion (month/year).

Responses should match the intent of the project as listed in H.B. 2. OBM will define the use of funds for the project based on Section 200.30 of H.B. 2. Responses are limited to 2,000 characters and are expected at a summary level.

Additional questions seek the payee identification number (or commonly known as the State of Ohio Supplier ID), the taxpayer or employer identification number (TIN/EIN), validation code provided to the contact, and confirmation that a signed grant agreement was attached.

#### 10) What payment method will be used to distribute funds?

Recipients will be required to become payees within the State of Ohio's accounting system and payments will be based on that information. Organizations can verify if they have a payee record by using the Supplier Lookup functionality on the funding request form. To register for a payee ID or verify payee status, first log in to OhioPays with your OHIID.

Visit <a href="https://ohiopays.ohio.gov">https://ohiopays.ohio.gov</a> for more information about becoming a payee or to update existing banking information in OhioPays. This site also provides FAQs and Help Documents.

## 11) The funding request form requires one contact; however, can additional contacts be added?

Yes. The authorized representative on the grant agreement will serve as the main point of contact for this funding whereas additional contacts listed on the funding request form, as applicable, will serve as grant contacts for administrative purposes. The funding request form requires one contact to be entered; however, it is strongly recommended that another contact be added. More contacts strengthen the possibility that OBM will be able to reach someone for issues related to the funding request form or reporting process. The first contact entered on the funding request form is considered the main administrative contact. This person can report activity for the grant. To add additional contacts to access reporting, check the box "Check if this person will need a login to submit financial activity reports" and then save the Contact Details section of the funding request form. You can add as many contacts as you wish. Each contact added will need to create an OHIID using the same email address in the contacts field of the form to be able to access the form and associated activity reporting.

#### 12) Will reporting be required?

Yes. All recipients are required to complete a final report which will be shared with members of the Ohio General Assembly. The final report will be due on July 31, 2026, although recipients may file the final report early if all funds have been expended toward the project. If funds are not fully expended by the performance period end, however, an extension may be considered. If an extension is requested, a recipient must complete reporting due July 31, 2026, utilizing the interim report template. Extended projects must complete a final report and submit to OBM within 30 days of completion of the project or the expenditure of all funds, whichever is sooner.

#### 13) Where is reporting completed?

Reporting is performed in the Ohio Grants Portal (https://grantsportal.ohio.gov/default). The grant contact that submitted the funding request form to access funding, and the additional contacts designated on the form, can access reporting using their OHIID log-on. A report template and a job aid on how to complete reporting is attached to the Funding Opportunity.

#### 14) How should funds be tracked?

Absent an extension, recipients must be able to show the activity that supports the use of funds and that all funds have been exhausted by the performance period ending June 30, 2026. These funds should be tracked separately from all other sources of funding.

#### 15) What documentation should I keep for this grant?

Recipients must account for all expenses with supporting documentation that validates the funds were expended in accordance with Section 200.30 of H.B. 2 and any applicable state laws, rules, and regulations, as well as the entity's policies and procedures. The general ledger should clearly account for (a) the receipt of the grant and (b) all associated payments that are part of the award.

#### 16) How long should recipients retain records and supporting expenditures related to the One **Time Strategic Community Investments Grant Program?**

Records shall be maintained for a period of two (2) years following the date of the recipient's submission of its final report to OBM.

#### 17) Are these funds subject to the Single Audit Act?

No. These are state funds and not federal funds.

# 18) Can funds be garnished or used for another purpose other than those specified as part of this project?

No. Recipients must sign the grant agreement as a part of accepting these funds. Funds must be used for the intended purpose and may not be garnished by debt collectors or other collection agencies. If a provider changes management or ownership, the funds must still be accounted for by the original recipient and shown as appropriately expended.

## 19) What happens if there is interest earned on these grant funds?

Organizations may retain any interest earned and do not need to add it back to the program. When completing reporting in the portal, interest earnings entered should be \$0.

# 20) Will program income or royalties generated from the project be required to be returned to the State?

No. Projects are considered one-time investments within communities and continued sustainment of the investment is the responsibility of the organization. Program income, royalties, or other income sources generated because of the project are expected to be part of the future funding model to continue to maintain the investment.

#### 21) What is the process for returning unexpended funds to the State of Ohio?

Within 14 days of submitting the final report to OBM, all cash on hand must be returned. Recipients that accept the funds and subsequently do not use any funds towards the project will be required to return all funds. Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management ATTN: Fiscal Section – One Time Strategic Community Investments Grant Program 30 E. Broad St., 34<sup>th</sup> Floor Columbus, OH 43215

#### 22) How will communications regarding this program be sent?

The OBM Grants Partnership will be administering this funding. All communication will be sent via email to contacts entered on the funding request form. Be careful to ensure this contact information is accurately entered. If a change is needed, please email <a href="mailto:grants@obm.ohio.gov">grants@obm.ohio.gov</a>.

#### 23) Who do I contact with questions?

The Ohio Grants Partnership is available to answer any related questions or concerns that you may have via e-mail to: <a href="mailto:grants@obm.ohio.gov">grants@obm.ohio.gov</a>

