

IN THE MATTER OF AUTHORIZING A PARTICIPATION AGREEMENT REGARDING THE LOCATION OF NON-CUSTODIAL PARENT SERVICE PRIMARILY FOCUSED ON PRISON DATA PROGRAM BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CCAO SERVICE CORPORATION (CCAOSC).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Michael Morrow, Director of the Auglaize County Department of Job and Family Services presented to the Board of County Commissioners a participation agreement regarding the use of potential location leads for parents who are currently or have been incarcerated is entered into for usage of this program by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC") and the Auglaize County Job & Family Services, 12 N. Wood St., Wapakoneta, Ohio; and,

WHEREAS, the CCAOSC wishes to continue assisting Ohio counties entities in securing competitively priced "Locate Non-Custodial Parent Service primarily focused on Prison Data" under contractual terms favorable to participant. The participant agrees to pay the base rate of \$75 plus \$.20 per month for watches that exceed the free 100 watches per user. This permits unlimited usage plus 100 free watches per user of the location services for prison data for the year – September 14, 2014 to June 30, 2015 and for successive one year periods.

- a. Annually the per user monthly amount will be determined by the number of users committed by the counties for the next year.
- b. In addition, Participant agrees to pay a Program Administrative Expense which is currently \$80.00 per user per contract period for each user of the service in Section 2 (A) (3) (a).

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the participation agreement, as presented, for effective dates and provisions as mentioned above, between Auglaize County Department of Job & Family Services and CCAO Service Corporation for so mentioned professional services; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said agreement for the Board of County Commissioners, Auglaize County, Ohio.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
21st day of
August, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

/cc: County Job & Family Services Dept. –
Michael Morrow

**PARTICIPATION AGREEMENT REGARDING THE
LOCATE NON-CUSTODIAL PARENT SERVICE
PRIMARILY FOCUSED ON PRISON DATA PROGRAM
OF THE
COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION**

This Participation Agreement regarding the locations services for prison data to be performed by Appriss Corporation is entered into for usage of the program as of September 1, 2014 through June 30, 2015, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC “), an Ohio for profit corporation and the Auglaize County Department of Job & Family Services, 12 N. Wood St., Wapakoneta, Ohio, 45895 an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of locations services for prison data;

WHEREAS, in response to such information a Request for Proposals (“RFP”) was developed and issued in June 2014 that solicited bids for “Locate Non-Custodial Parent Service primarily focused on Prison Data”. Notice of the RFP was forwarded to 4 different companies (most companies identified during the last RFP did not provide this service) identified by OCDA as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks, June 5 and June 12, 2014, and was posted on the OCDA website;

WHEREAS, two proposals were timely received from Appriss, Inc. and Thompson-Reuters/CLEAR. It was determined that Appriss, Inc. provided the best proposal based upon price and meeting the proposal data request.

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, on July 30, 2014 Agreement was executed by representatives of Appriss, Inc. and by representatives of CCAOSC and OCDA; and

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide location services for prison data at a statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - the OCDA which will be responsible for all of the administrative activities and Program Administrative Expenses associated with the Agreement.

Participant(s) - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of location services for prison data to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of location services for prison data, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an Key Partner membership for a family services agency which does not include a child support enforcement agency.

Program - the use of the potential location leads for parents who are currently or have been incarcerated.

Program Administrative Expense(s) - all reasonable administrative costs incurred by the Manager of Agreement. The administrative expenses will be assessed at \$80.00 per user for the participation agreement period. The administrative expenses will be monitored during the year and adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense for any subsequent contracts for locations services for prison data by March 15, 2015 and on successive years for any subsequent contract period.

Program Term - the period commencing September 1, 2014 and ending on June 30, 2016.

Agreement - that certain contract effective September 1, 2014 between Appriss, Inc and CCAOSC for locations services for prison data in which the OCDA will be providing administrative support. The Agreement is attached hereto and incorporated herein by referenced as Exhibit A. This Agreement is valid through June 30, 2016, with the potential for two (2) additional two (2) year agreements. Any subsequent contracts will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant(s)

1. Participant agrees to be bound by the terms and conditions of the Agreement.
2. Participant may, from time to time be requested by CCAOSC, to monitor its service usage by confirming usage against the estimate provided to CCAOSC.
3. Pursuant to the Agreement, Participant agrees to pay the base rate of \$75 plus \$.20 per month for watches that exceed the free 100 watches per user. This permits unlimited usage plus 100 free watches per user of the location services for prison data for the year – September 1, 2014 to June 30, 2015 and for successive one year periods.
 - a. Annually the per user monthly amount will be determined by the number of users committed by the counties for the next year.
 - b. In addition, Participant agrees to pay a Program Administrative Expense which is currently \$80.00 per user per contract period each user of the service in Section 2 (A) (3) (a).
4. Participant agrees to make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for activity through September 1-December 31 and then for January 1-June 30 unless Participant notifies OCDA of alternate payment timeframe. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
5. Participant agrees to notify the OCDA no later than April 30 of each year if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next year.
6. If Participant has not been able to complete the signature process for the Participation Agreement by September 30, 2014; Participant agrees to notify OCDA by that date of its intention to utilize the locations services for prison data services program and its expected completion date for obtaining required signatures on the Participation Agreement. Completion of an enrollment form for users signifies that the Participant is able to begin making payments for service usage as of September 1, 2014, unless another date is indicated.
7. Participant agrees to maintain the list of users with access to Justice XChange under the current web based system. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation

1. CCAOSC agrees to be bound by the terms and conditions of the Agreement.
2. CCAOSC agrees to immediately notify Participant if Appriss, Inc. proposes any modification, amendment or change to the Agreement.
3. CCAOSC agrees to immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. CCAOSC agree to give Participant written notice no later than March 15 each year if it determines that it will not continue the current agreement or enter into a new agreement either Appriss, Inc. for services for periods after June 30, 2015
5. CCAOSC will immediately notify Participant if either Appriss, Inc. or CCAOSC exercise its right to terminate the Agreement under Section 8 of such agreement.
6. CCAOSC will form a small county user group developed to do ongoing monitoring of the services provided under the Agreement by Appriss, Inc. and the administrative services provided by OCDA. The results of the county user group shall be reported to the Participant no less frequently than semi-annually.
7. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from Appriss, Inc. for payments made by Participant to OCDA and not forwarded to Appriss, Inc.

C. Ohio CSEA Directors' Association

1. OCDA agrees to be bound by the terms and conditions of the Agreement.
2. If Participant has given the OCDA the proper notice, required in Section 2 (A)(5) of its desire to no longer utilize the Agreement after 6/30/15 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2015 forward.
3. OCDA will issue billing invoices twice a year for the monthly user fee. Additional billing may be required on a monthly basis if a Participant user has more than 100 watches in place. OCDA agrees to provide Participant with an activity report on a quarterly basis. The invoices will be individualized to each County agency utilizing the service.

4. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from Appriss, Inc. for payments made by Participant to OCDA and not forwarded to Appriss, Inc.

SECTION 3. AMENDMENTS

This Agreement not may be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3rds) of the Participants.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and OCDA pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
SERVICE CORPORATION**

By: _____

209 East State Street
Columbus, Ohio 43215

COUNTY OF Auglaize
Board of Commissioners

BY: John N. Bergman
Debra A. Spence
Don Dequena

Date of Adoption of Approving Board Resolution August 21, 2014

Address:
209 S. Blackhoof St., Room 201
Wapakoneta, Ohio 45895

PARTICIPANT

AGENCY: **Auglaize County Dept. of Job & Family Services**

By: [Signature]
Michael S. Morrow, Director

Address:
12 N. Wood St.
Wapakoneta, Ohio 45895

OHIO CSEA DIRECTORS' ASSOCIATION, INC.

By: _____

1103 Schrock Road, Suite 309
Columbus, Ohio 43229

If necessary, Approved as to form:

County (Assistant) Prosecutor

IN THE MATTER OF AUTHORIZING THE LEASE AGREEMENT BETWEEN LIMA ALLEN COUNCIL ON COMMUNITY AFFAIRS (LACCA) AND THE AUGLAIZE COUNTY COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, a commercial lease agreement between the Board of Auglaize County Commissioners and Lima Allen Council on Community Affairs (LACCA) and terms of said lease are agreeable for the county owned property at 13093 Infirmarary Road, Wapakoneta, Ohio, and described as located on the second floor of the Auglaize Acres Nursing Home Room 250 (size 21' x 24'9") & Room 251 (size 18'1" x 24'6"), unisex bathroom adjacent to Room 249 and a waiting area for clients; and,

WHEREAS, said lease agreement will be for an initial term beginning **September 1, 2014** and ending **March 1, 2015**.

- LACCA shall pay during the initial term rental \$985.00 per month.
- Payment is due by the tenth (10th) day of each calendar month during the lease and a \$25.00 late fee which is payable immediately. Also a returned check fee of \$35.00.
- The rental payment amount for any partial calendar months shall be prorated on a daily basis.
- The County shall provide the following office equipment to LACCA during the lease term: (2) office desks; (3) storage closets; (2) four-drawer filing cabinets; a table with four (4) chairs; and eight (8) waiting area chairs. Such office equipment shall not be removed from the Leased Premises.
- LACCA shall use the Leased Premises for conducting its business and serving its clients' needs from 8:00 a.m. to 5:00 p.m. Monday through Friday.
- LACCA shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or part without County's consent, such consent may be withheld at the discretion of the County.
- During the lease term, County shall make, at County's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, HVAC, plumbing and other parts of the Leased Premises damaged or worn through normal occupancy.
- County shall pay property taxes and maintain fire and extended coverage insurance on the Leased Premises.
- LACCA shall maintain a policy of comprehensive general liability insurance not less than one million dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- County shall pay all charges for water, sewer, gas, electricity and utilities used by LACCA during the term of the lease.
- LACCA shall be responsible for installing & maintaining its own telephone system, internet service & wireless usage and needs.
- County is responsible for snow and ice removal.
- County is responsible for certain house-keeping services.
- LACCA will have access to at least one (1) designated parking space meeting ADA specifications.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the lease agreement with LACCA for office space at 13093 Infirmarary Road, at the terms so stated above; and,

BE IT FUTHER RESOLVED, that the Board of County Commissioners does authorize the President of the Board to execute said lease agreement; and,

BE IT STILL FURTHER RESOLVED that an executed copy of this agreement be hereto attached and thus become a part of this resolution.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
21st day of
August, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

LEASE AGREEMENT

This Lease Agreement (this "*Lease*") is effective as of September 1, 2014 (the "*Effective Date*"), by and between Auglaize County by and through the Auglaize County Board of County Commissioners ("*County*") and Lima Allen Council on Community Affairs ("*LACCA*").

WHEREAS, County is the owner of land and improvements located at 13093 Infirmary Road, Wapakoneta, Ohio 45895, more commonly known as Auglaize Acres ("*Acres*").

WHEREAS, County desires to lease a certain portion of Acres and LACCA desires to rent a certain portion of the Acres, more specifically identified as follows:

That certain office space located on the second floor of the Auglaize Acres Nursing Home including (i) Room 250 with an approximate dimension of 21' x 24'9", (ii) Room 251 with an approximate dimension of 18'1" x 24'6", (iii) Room 246 with an approximate dimension of 8'11" x 14'2", (iv) a unisex bathroom located adjacent to Room 249, and (v) a waiting area for clients on the second floor of the Auglaize Acres Nursing Home (items (i) thru (v) are collectively described as the "*Leased Premises*").

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed as follows:

1. Term.

a. County hereby agrees to lease the Leased Premises to LACCA, and LACCA hereby agrees to lease the Leased Premises from County, for a term beginning on the Effective Date and continuing until the date that is six months following the Effective Date (the "*Initial Term*").

b. Following the Initial Term, LACCA may renew the Lease Agreement on a month to month basis. LACCA shall exercise such renewal option, if at all, by giving written notice to County not less than thirty (30) days prior to the expiration of the Initial Term. The renewal term rent and provisions shall be set forth at the time of renewal, as agreed to at such time by the County and LACCA or otherwise upon the same terms, covenants, conditions and provisions as provided in this Lease Agreement.

2. Rent Payments.

a. LACCA shall pay to County during the Initial Term rent payments in the amount of nine hundred eighty-five dollars (\$985.00) per month. Each payment is due by the tenth (10th) day of each calendar month. Payments are to be made to "Auglaize Acres" located at 13093 Infirmary Road, Wapakoneta, Ohio 45895 or at such other place designated by written notice from County to LACCA. The rental payment amount for any partial calendar months

included in the lease term shall be prorated on a daily basis. At the discretion of County, LACCA may be required to pay to County a security deposit in the amount of one month's rent.

b. If the monthly rent payment is received after the tenth (10th) day of the month, County will charge and LACCA agrees to pay a twenty-five dollars (\$25.00) late fee which is payable immediately. In the event that LACCA's check is dishonored and returned from the bank unpaid for any reason, LACCA agrees to pay an additional sum of thirty-five dollars (\$35.00). Returned checks will be considered late and also subject to the late payment fee of twenty-five dollars (\$25.00).

3. Use.

a. County shall provide the following office equipment to be used by LACCA during the lease term: (i) two (2) office desks; (ii) three (3) storage closets; (iii) two (2) four-drawer filing cabinets; (iv) a table with four (4) chairs; and (v) eight (8) waiting area chairs. Such office equipment shall not be removed from the Leased Premises.

b. LACCA shall use the Leased Premises for conducting its business and serving its clients' needs from 8:00 am to 5:00 pm Monday through Friday ("*Office Hours*"). LACCA shall not maintain hours or conduct business outside of the Office Hours with the exception a monthly board meeting which may occur outside of the Office Hours.

c. Notwithstanding the foregoing, LACCA shall not use the Leased Premises for the purpose of storing, manufacturing or selling any explosive, flammables or other inherently dangerous substance, chemical, item or device.

4. Sublease and Assignment.

LACCA shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without County's consent, such consent may be withheld at the discretion of the County.

5. Repairs.

During the lease term, County shall make, at County's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, HVAC, plumbing and other parts of the Leased Premises damaged or worn through normal occupancy.

6. Alterations and Improvements.

LACCA shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by LACCA at the commencement of the Lease or placed or installed on the Leased Premises by LACCA thereafter, shall remain LACCA's property free and clear of any claim by County. LACCA shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by LACCA at LACCA's expense.

7. Property Taxes.

County shall pay, or cause to be paid, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term on the Leased Premises, and all personal property taxes with respect to County's personal property, if any, on the Leased Premises. LACCA shall be responsible for paying all personal property taxes with respect to LACCA's personal property at the Leased Premises.

8. Insurance.

a. If the Leased Premises is damaged by fire or other casualty resulting from any act of negligence or LACCA or any of LACCA's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and LACCA shall be responsible for the costs of repair not covered by insurance.

b. County shall maintain fire and extended coverage insurance on the Leased Premises in such amount as County shall deem appropriate. LACCA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

c. LACCA, at its own expense, shall maintain a policy of comprehensive general liability insurance with respect to the respective activities of the business conducted at the Leased Premises with the premiums thereon fully paid on or before the due date. Such insurance shall afford minimum protection of not less than one million dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on LACCA's policy of comprehensive general liability insurance. LACCA shall provide County with current Certificates of Insurance evidencing LACCA's compliance with this paragraph upon County's request.

9. Utilities/Services.

a. County shall pay all charges for water, sewer, gas, electricity and utilities used by LACCA during the term of this Lease.

b. LACCA shall be responsible for installing and maintaining its own telephone system, internet service and wireless usage and needs.

c. County shall be responsible for snow and ice removal from the parking areas and sidewalks.

d. As part of this Lease, County shall provide house-keeping services performed by a part-time housekeeper for the cleaning of the Leased Premises Monday through Friday as scheduled. County shall provide all cleaning supplies and general supplies (hand towels, toilet tissue and soap) used in the restroom included as part of the Leased Premises.

10. Entry.

County shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided County shall not thereby unreasonably interfere with LACCA's business on the Leased Premises.

11. Parking.

a. During the term of this Lease, LACCA shall have use of non-exclusive parking spaces located in the rear of the Acres. LACCA shall have access to at least one (1) designated parking space meeting ADA specifications.

12. Default.

If LACCA fails to make any payment required under the terms of this Lease, and if such payment shall continue to remain unpaid for fifteen (15) days after written notice of such default of payment is given to LACCA, or if LACCA breaches any other terms of this Lease and such default shall continue for thirty (30) days after notice of such breach in writing is given to LACCA, County may reenter the Leased Premises. County shall have, in addition to the right of reentry, any other rights or remedies available to County on account of any LACCA default, either in law or equity. County shall use reasonable efforts to mitigate its damages.

13. Quiet Possession.

County covenants and agrees that upon performance by LACCA of its obligations hereunder, County will keep and maintain LACCA in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

14. Security Deposit.

If a security deposit is collected the following provisions shall apply. The security deposit shall be held by County without liability for interest as security for the performance by LACCA of LACCA's covenants and obligations under this Lease, it being expressly understood that the security deposit, if any, shall not be considered an advance payment of rental or a measure of County's damages in case of default by LACCA. Unless otherwise provided by mandatory non-waivable law or regulation, County may commingle the security deposit with County's other funds. County may from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of LACCA hereunder. Following any such application of the security deposit, LACCA shall pay to County on demand the amount so applied in order to restore the security deposit to its original amount. If LACCA is not in default at the termination of this Lease, the balance of the security deposit, if any, remaining after such application shall be returned by County to LACCA. If County transfers its interest in the Acres during the term of this Lease, County may assign the security deposit to the transferee and thereafter shall have no further liability for the return of such security deposit.

15. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

<i>If to County</i>	<i>If to LACCA</i>
Auglaize County Commissioners 209 S. Blackhoof Street. Wapakoneta, OH 45895	Lima Allen Council on Community Affairs Attn: Jacqueline Fox 540 S. Central Avenue Lima, OH 45804

County and LACCA shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

16. Successors.

The provisions of this Lease shall extend to and be binding upon County and LACCA and their respective legal representatives, successors and assigns.

17. Termination.

Either party may terminate this Lease at any time by giving thirty days written notice to the other party.

18. Compliance with Laws.

LACCA shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to LACCA's use of the Leased Premises. County shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

19. Final Agreement.

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

20. Governing Law.

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first set forth above.

Auglaize County Board of County Commissioners:

By: John N. Bergman
Name: John N. Bergman,
Title: BOCC President

Lima Allen Council on Community Affairs:

By: Jacqueline Fox
Name: Jacqueline FOX
Title: CEO

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustment as follows: and,

Buildings & Grounds Fund:

Amount:	From:	To:
\$20,000.00	001.1401.536100 (Ins Property)	000.0402.530500 (Contract Repairs)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment to show the changes as tabulated above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
19th day of
August, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . ye
Douglas A. Spencer

Don Regula . yes
Don Regula

- cc: County Auditor
- County Administrator