

IN THE MATTER OF APPROVING AND AUTHORIZING THE SERVICE AGREEMENT BETWEEN WORXTIME, LLC AND AUGLAIZE COUNTY COMMISSIONERS TO ENSURE AFFORDABLE CARE ACT (ACA) COMPLIANT AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has chosen to retain Worxtime LLC and enter into a service agreement to ensure that Auglaize County is Affordable Care Act (ACA) compliant. This service agreement does include a 1) Health Care Reform compliance solution for the IRS issued rules and regulations associated the ACA eligibility and reporting for the Employer Mandate; 2) a secure web-based data center and processing facilities which are SSAE16 compliant for all data submitted by Auglaize County and stored by Worxtime; 3) management of the measurement, administration, and stability periods to provide Auglaize County with data needed to maintain compliance according to the eligibility rules (as published in the employer mandate section of the ACA); 4: standard and customized reports; 5) a data mapping tool for data conversion to formatted files; 6) randomly generated tokens which prevent Cross-Site Request Forgery, to ensure that all data being posted to our application is only from our application and not from any outside systems; 7) query statements that utilize parameterized queries to prevent SQL Injection Attacks; 8) a dedicated Account Manager assigned to setup and assist Auglaize County through the date setup, initial imports and system training; and,

WHEREAS, the term of the service agreement will be for a twelve (12) month period and the cost is \$4,025.00 with an additional set-up cost of \$795.00 for a total of \$4,820.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Service Agreement as presented with Worxtime, LLC to confirm that Auglaize County is ACA Compliant and does hereby authorize Douglas A. Spencer, President of the Board, to execute said document with an electronic signature, or as otherwise required by Worxtime.

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer
Don Regula, yes
Don Regula
John N. Bergman, yes
John N. Bergman

- ✓cc: Worxtime, LLC
- ✓Deputy Clerk – Lori Yahl
- ✓Arthur J. Gallagher – Tracey Jaycox

**WORXTIME
SERVICE AGREEMENT
(GOVERNMENTAL ENTITIES)**

THIS SERVICE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN WORXTIME, LLC, A GEORGIA LIMITED LIABILITY COMPANY, LOCATED AT 7500 S. MEMORIAL PARKWAY, SUITE 211, HUNTSVILLE, Alabama, 35802 (hereinafter referred to as “Worxtime”) AND AUGLAIZE COUNTY COMMISSIONERS (hereinafter referred to as “You” or “Your”). THIS AGREEMENT SUPERSEDES ANY TERMS EMBEDDED IN THE PROGRAM. CAPITALIZED TERMS ARE DEFINED IN THE DEFINITIONS SECTION OF THIS AGREEMENT AND ARE APPLICABLE TO THIS AGREEMENT AND ANY ATTACHMENTS, AMENDMENTS, OR EXHIBITS, UNLESS INDICATED OTHERWISE.

Worxtime agrees to provide You the Service and, in consideration, You agree to accept the Service consistent with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1.0 DESCRIPTION OF SERVICE AND GRANT OF RIGHTS

1.1 The Service provided by Worxtime relies on a software system developed by Worxtime (“Program”) that includes: (1) a Health Care Reform compliance solution for the IRS issued rules and regulations associated with the ACA (Affordable Care Act) eligibility and reporting for the Employer Mandate; (2) a secure web-based data center and processing facilities which are SSAE16 compliant for all data submitted by You and stored by Worxtime; (3) management of the measurement, administration, and stability periods to provide You with data needed to maintain compliance according to the eligibility rules (as published in the employer mandate section of the ACA); (4) standard and customized reports; (5) a data mapping tool for data conversion to formatted files; (6) randomly generated tokens which prevent Cross-Site Request Forgery, to ensure that all data being posted to our application is only from our application and not from any outside systems; (7) query statements that utilize parameterized queries to prevent SQL Injection Attacks; and (8) a dedicated Account Manager assigned to setup and assist You through the data setup, initial imports and system training.

1.2 The Service and the Program, when used in conjunction with certain forms developed by Worxtime (“Forms”), provides the reporting ability that meets the requirements of §6055 and §6056 of the Code. Consistent with the terms and conditions contained herein, Worxtime agrees to utilize the Program to analyze data supplied by You and in conjunction with the IRS forms 1095C and 1094C to timely submit reports to the IRS as required by §6055 and §6056 of the Code.

1.3 Worxtime hereby agrees to provide You the Service in accordance with the terms, conditions, and limitations of this Agreement. Worxtime’s obligation to provide You the Service and Your right to use the Service are subject to Your timely payment, in full, of all fees set forth herein and Your compliance with all other terms and conditions of this Agreement. Your right to the Service is a limited, personal, non-exclusive, non-transferable, and non-assignable (except as otherwise provided herein) right as set forth in this Agreement.

2.0 SUPPORT, ACCESS, ALERTS, AND UPGRADES

2.1 Worxtime will assist You in the set-up of the Service, making the appropriate technical staff available as reasonably required.

2.2 During the Term, Worxtime will provide You access to the Program twenty-four (24) hours a day, seven (7) days a week, except for any periods of required maintenance, reasonable advance notice of which shall be provided.

2.3 Telephone Support: During its normal business hours of 0800 - 1700 Central Time, Monday through Friday, except holidays, Worxtime will make a member of its technical support staff available by telephone and e-mail to members of Your technical and/or administrative staff to assist You in the use of the Program. Your staff is responsible for the timely delivery of all required data, and will provide first line support for training Your other staff members on use of the System. You will make available a member of Your staff as a “go to person” to work with Worxtime staff to resolve any issues Worxtime may have with setting up and maintaining the system.

2.4 Worxtime shall send You email alerts, generated by the Program, regarding compliance with the ACA. If the email is timely delivered by Worxtime to Your correct address on file, Worxtime shall not be liable for Your receipt of such alert. From time to time, Worxtime will request verification of receipt of alerts. Worxtime will maintain a copy of alerts on its server. You may change, at your discretion via the administration portal of the Program, the email address for purposes of receiving alerts. You are responsible for making any modifications to Your email system in the event Program alerts are treated as “spam” or blocked in any manner.

2.5 Delivery of Updates/Upgrades: Whenever Worxtime makes Updates or Upgrades generally available to its users, Worxtime will provide a copy of the new release containing the Updates and/or Upgrades to You. Your use of all such Updates and Upgrades is subject to this Agreement. After upgrading the Program, You may no longer continue to use the earlier version of the Program. You agree that by using the Upgrade, You voluntarily terminate

Your right to use any previous version of the Program. Worxtime shall update and incorporate into the Program any and all newly adopted IRS rules and regulations related to the ACA employer mandate and relative reporting requirements.

2.6 This Agreement applies to Updates, supplements, add-on components, or Internet-based services components, of the Program that Worxtime may provide to You or make available to You after the date You obtain the initial copy of the Program.

3.0 RESTRICTIONS

3.1 By accepting the rights granted by Worxtime, You agree that You will not, without the prior written consent of Worxtime; (a) sell, license, sublicense, grant rights to, distribute, lease, or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Service in any manner inconsistent with the rights granted herein; (c) use the Service in any manner for the purpose of measuring, monitoring or evaluating a greater number of employees than such number of employees anticipated by the Agreement; (d) modify or create derivative works of the Program or separate the Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, (i) attempt to decompile, disassemble, or reverse engineer the Program; attempt to (ii) derive source code or underlying ideas, algorithms, structure, or organization from the Program; or (iii) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Program, including without limitation any such mechanism used to restrict or control the functionality of the Program.

3.2 You may not transfer Your rights to the Service, the Documentation, the Program, or any rights granted hereunder, prior to receiving written authorization from Worxtime.

3.3 THERE MAY BE TECHNOLOGICAL MEASURES IN THE PROGRAM THAT ARE DESIGNED TO PREVENT UNAUTHORIZED USE OF THE PROGRAM. You understand that You may need to activate or reactivate the Program from time to time to continue use of the Service. So long as You are current with the payment of all fees and in material compliance with the terms and conditions of this Agreement, Worxtime will timely provide to you any and all codes or passwords necessary to activate or reactivate the Program.

3.4 In the event the Service utilizes an Internet-based application, You agree that You will not use the Service in any manner that could damage, disable, overburden, or impair such application or interfere with any other party's use and enjoyment of such.

4.0 TAXES

In the event You are subject to any property taxes or ad valorem taxes related to the use of the Service or Program. You are responsible for their payment.

5.0 TERM

This Agreement will be for a period of time ("Term") commencing on the first day of the first month measured and ending the final day of the last month measured, as indicated in Exhibit A. At the end of the Initial Term this Agreement will renew automatically for additional periods ("Renewal Terms") of one (1) year each until either party gives written Notice of their intent not to renew the Agreement upon the expiration of the then effective Term. Such Notice must be given not less than sixty (60) days before the end of the Initial Term or any Renewal Term.

6.0 FEES

6.1 Fees. Fees are set forth in Exhibit A. In order to obtain an accurate analysis of certain calculations and comply with ACA requirements, certain employee data covering periods of time prior to the date of this Agreement (as indicated below), may be required to be input and measured by Worxtime.

6.2 Fee Payments. The Set-up Fee and the Flat Fee (as designated in Exhibit A) are due and payable in advance and shall be paid within thirty (30) days of receipt of the invoice from Worxtime. Worxtime shall deliver the invoice to You as soon as reasonable after the date of this Agreement. The Flat Fee is based upon a maximum number of employees to be measured, as indicated in Exhibit A. In the event Worxtime measures a greater number of Your employees than the indicated maximum number of employees to be measured, You agree to pay Worxtime an additional pro rata fee relative to the excess number of employees measured. This and all other fees are due and payable thirty (30) days after Your receipt of the relative Worxtime invoice. Invoices will be delivered via email to the address provided by You in Exhibit A.

7.0 TERMINATION OF AGREEMENT; DATA

7.1 If either party materially breaches any provision of this Agreement, the other party may terminate this Agreement with thirty (30) days written Notice, provided, however that the party in breach shall have thirty (30) days from receipt of Notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the breach during the Cure Period, the Agreement shall be deemed to have been terminated as of the date of Notice of breach. Upon termination of this Agreement, You, at Your option, shall either (1) destroy all copies of the Program, including the originals, any backup copies, and any copies of the Documentation and then certify such destruction in writing to Worxtime, or (2) return all copies of the Program, including original copies, backup copies, and copies of Documentation, to Worxtime. This obligation shall survive the termination of this Agreement.

8.0 CONFIDENTIALITY, COPYRIGHT, AND PROPRIETARY INFORMATION

8.1 Worxtime will retain in confidence all information and technical data derived from or disclosed to Worxtime by You, Your employees, Your representatives, Your agents or other independent contractors providing services to You, which is not generally known to the public ("Confidential Information"). Examples of Confidential Information include, but are not limited to, information or data disclosed in oral, written, graphic, or machine-readable form; in forms otherwise embodying or displaying such information; which is visible or audible to Worxtime by virtue of Worxtime having an employee, subcontractor, or agent visiting or performing services at a facility controlled by You or one of Your subsidiaries, agents or subcontractors; or by having access to Your systems including, but not limited to, employee information, (some of which may constitute personally identifiable information). Examples of personally identifiable information include, but are not limited to, individual names, addresses, phone numbers, email addresses, employment information, financial information, social security numbers, drivers' license or other identification card number, or other similar information. Worxtime shall use all Confidential Information solely to perform its obligations under this Agreement. Other than for uses anticipated by the Service, Worxtime will not disclose any Confidential Information to others without first obtaining Your written consent. The disclosure of Confidential Information is subject to privacy laws, this obligation of confidentiality shall not, however, apply to information that: (a) is or becomes available in the public domain through no wrongful act or omission of Worxtime; (b) is already in Worxtime's rightful possession without an obligation of confidentiality prior to disclosure by You; (c) is rightfully disclosed to Worxtime by a third party without an obligation of confidentiality that is known to Worxtime; (d) is independently developed by Worxtime; or (e) is required to be disclosed by law or pursuant to any order of a court of competent jurisdiction or regulatory order properly served on Worxtime.

8.2 Upon termination of the Agreement and receipt of Your written request, all Confidential Information, including all employee data, collected shall (i) be returned to You via secure FTP in electronic form (i.e. Excel, PDF) within ten (10) days of receipt of Your request, or (ii) remain on Worxtime's servers available for access and download by You for a period of one (1) year, at no cost to You.

8.3 Worxtime understands that it may be given access to certain Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996. In such event, Worxtime hereby agrees that it is functioning as a business associate of Your group health plan.

8.4 Worxtime reserves all of the rights with respect to the Service, the Program, the Documentation, and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks, and patents. In the event You are granted separate, written authority to make copies of the Program, copyright notices and any other proprietary legends related to the Program must be reproduced on any copies of the Program or printed material. You may not transfer any of Your rights to any party, whatsoever, without the written consent of Worxtime.

8.5 Except as otherwise expressly permitted in this Agreement, You shall not cause or permit unauthorized, reproduction, or disclosure of any portion of the Program or Documentation or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Worxtime. This restriction shall continue beyond the termination of this Agreement. In the event You become aware of any unauthorized use, copying, reproduction, or disclosure of the Program or Documentation, You shall promptly notify Worxtime in writing.

9.0 EXPORT

You shall not ship, transfer, or export the Program or Documentation to any country, nor shall You use the Program in any manner prohibited by the United States Export Administration Act or any other national or international export laws, restrictions, or regulations that apply to the Program. You agree to hold Worxtime harmless for any violation of this provision.

10.0 U.S. GOVERNMENT RIGHTS

The Program and Documentation are "Commercial Items" as that term is defined in 48 CFR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The Program and Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

11.0 LIMITED WARRANTY; DISCLAIMER

11.1 Worxtime warrants that the Service will perform in substantial accordance with and conform to the descriptions and specifications described herein. You agree to timely provide to Worxtime accurate data related to all employees for the purpose of Worxtime calculating measurement periods, stability periods, and administration periods, as defined in the ACA. To the extent You or an agent of Yours supplies data or inputs data, You are solely responsible for the accuracy and timely delivery of all such data. Notwithstanding any other terms or conditions contained herein, Worxtime expressly disclaims any and all liability, resulting from inadequate data, inaccurate data, incomplete data, improper data, or untimely delivered data supplied or input by You or an agent of Yours.

11.2 The Service is intended to benefit You by assisting with certain administration requirements of the ACA. The ACA continues to be changed, re-defined, and updated via numerous rules and regulations that are being promulgated on a real time, on-going basis. As of the date of this Agreement, Worxtime warrants the Service to operate in a manner that substantially complies with the requirements of ACA. Worxtime warrants that Upgrades and

Updates will be made to the Program in a timely manner and will reasonably reflect all future adopted rules and regulations related to ACA. No warranty is made that the Program will run uninterrupted or that the Service will be error-free.

11.3 Worxtime warrants that it has sufficient intellectual property rights to provide the Service to You consistent with this Agreement. Worxtime will indemnify, hold harmless, and defend, at its expense, any claim against You, Your agents, employees, parents, subsidiaries, or Affiliates, alleging that any software used in connection with the Service infringes any patent, copyright, trademark, trade secret, or other intellectual property interest in any country, and pay all expenses incurred or awarded. Worxtime will conduct the defense of any such claim diligently and with counsel reasonably satisfactory to You and will not consent to the entry of a judgment or enter into any settlement with respect to the claim without the prior written consent of You (not to be withheld unreasonably).

11.4 Worxtime agrees to indemnify and hold You harmless from and against all liability to third parties resulting from disclosures by Worxtime of Your Confidential Information that are inconsistent with the terms of this Agreement.

11.5 Any and all warranties are void if failure of the Service or the Program is the result of abuse, misapplication, abnormal use, input of inaccurate data, or a virus attributable to You or an agent of Yours.

11.6 THE PRECEDING WARRANTIES ARE THE ONLY WARRANTIES RELATED TO THE SERVICE PROVIDED BY WORXTIME AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHERMORE, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WORXTIME IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY FINES, LOST PROFIT, LOST REVENUE, OR LOSS OF BUSINESS, WHETHER YOU, YOUR ASSIGNEE, OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE.

11.7 If an implied warranty or condition is created and Your state, federal, or provincial law prohibits disclaimer of it, You may also have an implied warranty or condition. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You. This limited warranty gives You specific legal rights. You may have other rights, which vary from jurisdiction to jurisdiction. You understand and acknowledge that You are solely responsible, among other things, for: (a) all uses of the Program using user names or passwords assigned to You; (b) input of data into the Program; (c) confirmation of the accuracy of the data input into and received from the Program; and, (d) compliance with all applicable laws associated with the use of the data.

12.0 MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed in all respects by the laws of the state in which you are located.

12.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12.3 Waiver. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

12.4 Assignment. You may not assign (voluntarily, by operation of law, or otherwise) this Agreement (or any rights or obligations contained herein) without the prior written consent of Worxtime, whose consent shall not be unreasonably withheld. However, You may assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of Your business related to this Agreement or in the event of its merger, consolidation, change in control, or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer in violation of this section shall be void. Worxtime may assign this Agreement to any Affiliate or successor in interest upon Notice to You.

12.5 Compliance. You agree that upon request, in writing, from Worxtime or Worxtime's authorized representative, You will within thirty (30) days fully document and certify that the Service provided by Worxtime and the use of the Program at the time of the request is in conformity with this Agreement. Such request will not be made more than one time in a twelve (12) month period.

12.6 Entire Agreement. This Agreement is the entire agreement between You and Worxtime relating to the Service and the Program, and this Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Service and the Program or any other subject matter covered by this Agreement. The terms and conditions of the Agreement can only be modified via a written agreement signed by both parties.

12.7 Counterparts. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute but one and the same instrument.

12.8 Independent Contractor. The performance by Worxtime of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture, or partnership between Worxtime and You. Neither the employees of Worxtime nor those of its subcontractors will be deemed to be employees or agents of You. Unless expressly set forth in this Agreement, none

of Worxtime, its employees, or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate You in any manner whatsoever.

12.9 Excluded Provider. Worxtime hereby represents and warrants that Worxtime, nor any of its employees, contractors or agents, is not or at any time has never been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid ("Government Healthcare Program(s)"). In the event that Worxtime, or any of its employees, contractors or agents, is convicted of any criminal offense related to health care or is excluded from participation in any Government Healthcare Program during the Term, or if at any time after the date of this Agreement it is determined that Worxtime is in breach of this provision, You have right to immediately terminate this Agreement.

12.10 Time is of the Essence. The performance of all obligations on the precise times stated in this Agreement is of absolute importance and failure to perform any of them on time is a default, time being of the essence.

12.11 Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.12 Use of Third-party Software. Use of some third-party software and other materials required by the Service may be subject to other terms and conditions typically found in a separate software agreement or a "Read Me" file located in or near such materials.

13.0 DEFINITIONS

13.1 Affiliate means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists.

13.2 Affordable Care Act means United States Public Law 111-148, styled the Patient Protection and Affordable Care Act that was signed into law on March 23, 2010. The Affordable Care Act may be abbreviated herein as "ACA."

13.3 Code means Title 26 of the United States Code, as amended from time to time.

13.4 Control of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than fifty percent (50%) of the votes of that entity.

13.5 Documentation means published guides provided by Worxtime describing the use and operation of the Program.

13.6 Intellectual Property Rights means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations, and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state, or jurisdiction.

13.7 IRS means the Internal Revenue Service.

13.8 Notice means a writing provided by one party to the other called for or contemplated herein and shall be deemed to have been given; (a) when received by email or facsimile; (b) three (3) days after mailing by registered or certified mail, return receipt requested, prepaid, and addressed or; (c) one (1) day after sending by reputable overnight delivery service to the respective party, their successors in interest, or their assignees. The email address, physical addresses and fax numbers to be used for purposes of this provision shall be those provided below and may be changed or modified by any party by written notice as provided herein.

13.9 Program means the proprietary computer software program identified above. Program includes the original and all whole or partial copies: (1) machine-readable instructions and data, (2) components, (3) audio-visual content (such as images, text, recordings, or pictures), (4) related written and online materials, and (5) use documents, or keys, and documentation.

13.10 Term means that period of time commencing on the first day of the first measurement month and ending on the last day of the last measurement month, as indicated in Exhibit A.

13.11 Update means a change to the Program made available by Worxtime to update the Program to reflect newly adopted rules and regulations, to correct design faults, discrepancies, or defects in the Program. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Program's version number (i.e., 1.1 vs. 1.0).

13.12 Upgrade means an improvement in the Program that generally includes enhancements and new functionality and is generally designated by a change in the number appearing to the left of the initial decimal point in the Program's version number (i.e., 2.0 vs. 1.0).

13.13 You includes Your divisions and departments within Your organization and Your Affiliates, but does not include clients, external counsel, independent third parties, or non-Affiliates. You agree that You shall be responsible for any use of the Program by Your Affiliates.

**EXHIBIT A
SERVICE AGREEMENT –
FEES**

Invoice to:
Auglaize County Commissioners
209 South Blackfoot Street
Room 201
Wapakoneta, Ohio 45895

Set-up Fee	\$795
Fee (per 12 month period)	\$4025
Additional Month(s) _____ @ \$ 335.42 **additional months prorated	TBD upon determination of look back period
Months Measured	The first month to be measured shall be: October of 2014. The final month measured shall be: September of 2016.
Maximum Number of Employees to be Measured	600
Training Cost	Included at no Cost
Form 1095C Fulfillment Fees (printing, mailing, etc.)	N/A
Multiple EINs or Multiple Payrolls may result in additional fees	N/A
Reformatting Fees (Files shall be provided to Worxtime in a file format designated by Worxtime, otherwise a reformatting fee will apply.)	
Additional Fees	Submission of test file for 1095C after October 15 th of a calendar year: \$1,695 Maximum fee for untimely submitted data: \$2,595

Executed by: Auglaize County Commissioners **Accepted By:** Worxtime LLC

Signature:  **Signature:** _____

Printed Name: Douglas A. Spencer **Printed Name:** Tearle D. Bagwell

Title: President **Title:** Managing Member

Approval: _____

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF DMZ SERVER UPGRADE FOR THE COUNTY FROM CDW-G.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Cameron Ruppert, IT Manager submitted information to the Board of County Commissioners requesting to purchase and to upgrade our current DMZ server for the county's computer system; and,

WHEREAS, a quotation which was obtained from CDW-G for the above mentioned equipment at a cost of \$7,379.71; and,

WHEREAS, Mr. Ruppert requested that the Board authorize the acquisition of the DMZ server upgrade for the county's computer system.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition of the DMZ server upgrade from CDW-G at the cost of \$7,379.71 as requested by the IT Manager; and,

BE IF FURTHER RESOLVED that the Board directs IT Manager, Cameron Ruppert, to proceed with the purchase from CDW-G; and,

BE IT STILL FURTHER RESOLVED that the payment for this equipment will be funded through the (041) Permanent Improvement Fund and the Clerk will encumber the funds for this purchase.

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

✓cc: IT Manager – Cameron Ruppert
✓CDW-G

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR OCTOBER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for October.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 6,336.42
To: 006-0400-400101 – Public Assistance

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

Adopted this 1st day
of October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: County Auditor
Jobs & Family Services

IN THE MATTER OF DECLARING THE MONTH OF OCTOBER AS OHIO MANUFACTURING MONTH IN AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Manufacturing is a critical component of Auglaize County's and Ohio's economy because more than 600,000 Ohioans are employed in manufacturing; and,

WHEREAS, Auglaize County recognizes the importance of a thriving manufacturing sector, and works to fuel economic growth and build a future for our citizens; and,

WHEREAS, Manufacturing innovation drives economic growth, giving workers the resources to remain the most productive in the world; and,

WHEREAS, Auglaize County knows that 13% of Ohio's employment are manufacturing jobs, which significantly contribute to Ohio's standard of living; and,

WHEREAS, Auglaize County's and Ohio's prosperity depends on the education and vocational opportunities that align with manufacturers' skilled-labor needs.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby proclaim the month of October, 2015, as

OHIO MANUFACTURING MONTH

in Auglaize County and urges all citizens, government agencies, public and private institutions, businesses and schools to recognize the importance of a thriving manufacturing sector and how this works to help fuel economic growth and build a future for our citizens.

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: West Central Ohio Manufacturing Consortium
Doug Durliat, Director

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A SUBORDINATION AGREEMENT FOR THE BENEFIT OF RLF RECIPIENT, ACS REAL ESTATE, LLC.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on July 1, 2014, ACS Real Estate, LLC, executed a Mortgage (Book 643 page 1575) in favor of the Board of Auglaize County Commissioners (the "Mortgage"), as the Board authorized the expenditure of Revolving Loan Funds (RLF) in the total amount of \$125,000.00; and,

WHEREAS, the Mortgage was subordinate to a first priority lien in favor of Huntington National Bank; and,

WHEREAS, ACS Real Estate, LLC has now requested the Board to execute a subordination agreement so as to allow the company to secure a replacement loan from the Huntington National Bank in the amount of \$270,000.00 with conventional financing and at a fixed rate; and,

WHEREAS, the Board will maintain its priority position behind Huntington National Bank by executing the subordination agreement; and,

WHEREAS, the Board believes it to be in its best interest to approve the subordination agreement by allowing the company to receive more favorable terms in regards to its financing with the Huntington National Bank, while the Board maintains its security position.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board to execute the subordination agreement for the benefit of RLF recipient ACS Real Estate, LLC; and,

BE IT FURTHER RESOLVED that a fully executed copy of this agreement is hereto attached and thus become a part of this Resolution.

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Attachment

- ✓cc: ACS Real Estate, LLC
- ✓ Anchor Financial Services
- ✓ Prosecuting Attorney – Ed Pierce
- ✓ County Recorder – Chris Lambert

HBI file # HU15090052

SUBORDINATION OF MORTGAGE

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Affiant, being the holder of a certain mortgage from ACS Real Estate, LLC, an Ohio Limited Liability Company, to AUGLAIZE COUNTY, OHIO BOARD OF COMMISSIONERS, in the amount of \$125,000.00, dated 06/26/2014 and filed on 07/01/2014 and recorded in Volume/Book 643, Page 1575 of the Auglaize County Records, upon the following described premises, to wit:

SEE EXHIBIT A, attached hereto and incorporated by reference

does hereby waive the priority of said mortgage in favor of a certain mortgage to The Huntington National Bank being dated _____ in the original amount not exceeding \$270,000.00 and recorded in _____, Recorder's Office, Auglaize County, Ohio, and upon the premises above described so said mortgage shall be subordinate to the mortgage to The Huntington National Bank in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to the filings for record of Affiant's held mortgage but without in any manner releasing or relinquishing the lien of said earlier encumbrance upon said premises.

EXHIBIT A

The following described tract of land is part of the Northwest Quarter of the Southwest Quarter of Fractional Section 3, Town 6 South, Range 6 East, Pusheta Township, Auglaize County, Ohio and is more particularly described as follows:

Commencing at a monument box at the Northwest corner of the Southwest Quarter of Section 3, Pusheta Township and in the centerline of Township Road 161 (Cemetery Road);

Thence S. 00 degrees 00 minutes E. along the centerline of Township Road 161 and the West line of the Southwest Quarter of Section 3, Pusheta Township, a distance of 50.00 feet to a P. K. nail set which is the Place of Beginning for the tract of land herein described;

Thence S. 89 degrees 25 minutes 21 seconds E. a distance of 262.76 feet to an iron pin set, passing thru an iron pin set for reference at 20.00 feet in the East right-of-way line of Township Road 161;

Thence S. 00 degrees 00 minutes E., parallel with the centerline of Township Road 161 and the West line of the Southwest Quarter of Section 3, Pusheta Township, a distance of 358.88 feet to an iron pin set;

Thence N. 89 degrees 25 minutes 21 seconds W. a distance of 262.76 feet to a P. K. nail set, passing thru an iron pin set for reference at 242.76 feet in the East right-of-way line of Township Road 161;

Thence N. 00 degrees 00 minutes W. along the centerline of Township Road 161 and the West line of the Southwest Quarter of Section 3, Pusheta Township, a distance of 358.88 feet to a P. K. nail which was the true Place of Beginning.

Containing in all 2.16 acres of which 0.16 acre has been dedicated for highway purposes. The above described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises.

Previous deed reference: Volume OR 89, page 694. This plat is recorded in Survey Book "H", page 430, in the Auglaize County Engineer's Office.

This Property is conveyed subject to, and there are hereby excepted from the

general warranty covenants, the following:

- (i) All easements, rights-of-way, restrictions, covenants, reservations, and encumbrances of record;
- (ii) All legal highways;
- (iii) Building and zoning statutes, ordinances, codes, rules and regulations;
- (iv) Real estate taxes and assessments currently a lien on the Property.

Commonly known as: 13444 Cemetary, Wapakoneta, OH 45895
Parcel Number: I2500300504

THIS BEING THE SAME PROPERTY CONVEYED TO ACS REAL ESTATE, LLC, AN OHIO LIMITED LIABILITY COMPANY, BY DEED FROM NIESE BROTHERS REAL ESTATE PARTNERSHIP, AN OHIO GENERAL PARTNERSHIP, BY THOMAS NIESE AND PHILIP M. NIESE, DATED 04/15/2014 AND RECORDED ON 04/15/2014 IN BOOK 641, PAGE 135, IN THE AUGLAIZE COUNTY RECORDERS OFFICE.

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF TEMPERATURE SENSORS FROM CDW-G FOR THE COUNTY AS REQUESTED BY THE INFORMATION TECHNOLOGY MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Cameron Ruppert, IT Manager submitted a proposal to the Board of County Commissioners requesting the purchase of several temperature sensors for the County's technology system; and,

WHEREAS, a quotation which was obtained from CDW-G for the above stated equipment at a cost of \$3,502.70; and,

WHEREAS, Mr. Ruppert requested that the Board authorize the purchase of the necessary equipment.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition of the temperature sensors from CDW-G at the cost of \$3,502.70 as requested by the IT Manager; and,

BE IT FURTHER RESOLVED that the Board directs IT Manager, Cameron Ruppert, to proceed with the purchase of the necessary equipment; and,

BE IT STILL FURTHER RESOLVED that the payment for this equipment will be funded through the (041) Permanent Improvement Fund and the Clerk will encumber the funds for this purchase.

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: IT Manager – Cameron Ruppert
CDW-G

**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE
SPECIAL SESSION OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set special session on Friday, October 2, 2015 from 1:00 p.m. – 3:00 p.m. to attend the 10-County Luncheon at Bistro Off Broadway in Greenville, Ohio or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Friday, October 2, 2015 from 1:00 p.m. – 3:00 p.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special sessions for said Board; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: newspapers

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

Microfilm Office Fund:

Amount:	From:	To:
\$ 400.00	001.0102.530300 (Supplies)	001.0102.530600 (Contract Services)

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

Adopted this
1st day of
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

- ✓ cc: County Auditor
- ✓ County Administrator
- ✓ Recorder

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
398167	\$ 163.72	Aug. Co Treasurer
398171	\$18,050.00	Steinke Concrete Const.
398178	\$ 3,585.72	New Knoxville Supply
398203	\$ 2,120.00	ECS Billing
398206	\$ 4,218.32	Konica Minolta
398208	\$ 7,100.00	Perfection Group, Inc.
398213	\$ 277.50	Lininger Trailer Sales LLC.
398220	\$ 219.54	Western Ohio Hardware
398241	\$ 1,845.02	Miller's Textile Service
398260	\$36,279.01	Concept Rehab
398262	\$ 1,357.80	Dietary Solutions
398270	\$ 1,141.00	Minster Bank
398271	\$ 907.88	Lima Memorial Lab

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

Adopted this
1st day
October, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: County Auditor