

IN THE MATTER OF APPROVING REQUEST AND AUTHORIZATION FOR THE REPRESENTATION AGREEMENT WITH MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES, INC.; AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID REQUEST.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of July, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, a Representation Agreement was submitted to the Auglaize County Board of Commissioners (the "Board") by Marcus & Millichap Real Estate Investment Services, Inc. ("Agent") for consulting and representation services concerning the business and real property of the Auglaize Acres nursing home, physically located at, 13093 Infirmary Road, Wapakoneta, Ohio 45895; and,

WHEREAS, according to the terms of the Representation Agreement the Board maintains the sole discretion to determine whether or not to move forward with a third party transaction within the parameters of the law; and

WHEREAS, under the terms of the Representation Agreement, if the Board does move forward with a sales transaction during the term of the Representation Agreement or within thirty days thereafter, the Board shall pay to the Agent a commission not to exceed four percent (4%) of the gross transaction price; and

WHEREAS, the Board finds the Representation Agreement to be order.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Representation Agreement; and does authorize the President of the Board of Auglaize County Commissioners, to execute said agreement; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board of Auglaize County Commissioners to execute those documents directly related to the representation under the Representation Agreement and deemed necessary and desirable to accomplish the goals set forth in this resolution, including but not limited to the "Seller's Request and Authorization For Controlled Marketing" document as presented by the Agent.

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

Adopted this
11th day of
July, 2017

**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: Auglaize Acres – Kim Sudhoff
Marcus & Millichap Real Estate Investment Services, Inc.

REPRESENTATION AGREEMENT
(Exclusive Authorization to Sell or Exchange)

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. READ IT CAREFULLY.

The undersigned, Auglaize County Commissioners ("Seller"), hereby employs Marcus & Millichap Real Estate Investment Services ("Agent") and grants to Agent, under the terms and conditions of this exclusive representation agreement ("Agreement"), for a period of time (the "Term") commencing on July 11, 2017, and ending at midnight on December 31, 2017 to procure a prospective purchaser or acquirer of the Property (hereinafter "Buyer"), and subject to extension as set forth in paragraph 25 below, the exclusive and irrevocable right and authority to represent Seller in the presentation for sale or exchange of that certain real property and all improvements thereon (the "Property") referred to as AUGLAIZE ACRES NURSING HOME, generally located at 13093 INFIRMARY RD. in the City of WAPAKONETA, County of AUGLAIZE, State of Ohio, and more particularly described as follows:

AUGLAIZE ACRES NURSING HOME, 13093 INFIRMARY RD, WAPAKONETA, OH 45895

The term "Property" shall include Seller's interests in Parcel #B0720100100 minus the interest in the group home and parking facility located on the eastern portion of such property, including Seller's interest in:

1. Any and all privileges and appurtenances pertaining to the Property, including any right, title and interest of Seller in or to adjacent streets, alleys or right(s)-of-way;
2. Any and all leases, licenses, occupancy agreements, permits, rents, warranties, guarantees or security deposits with respect to the Property, or any portion thereof;
3. Any and all tradenames used in connection with the Property.

Seller and Agent understand and agree that a Parcel split will be required to remove the group home and related parking facility from the existing parcel referred to above. No adjacent parcels owned by Seller shall be subject to this agreement.

- 1) **TERMS AND CONDITIONS OF SALE OR EXCHANGE:** If the Seller receives an offer from a Buyer that in the Seller's sole discretion is a Buyer that represents the community values to operate the Property, Seller shall agree to accept the offer and enter into an agreement to convey the Property, including but not limited to a Real Estate Sales Contract, containing the following or substantially similar terms and conditions of sale or exchange:

a. ACQUISITION PRICE **FOUR MILLION FIVE HUNDRED THOUSAND** Dollars (**\$ 4,500,000**)

- 2) **TITLE AND CLOSING DATE:** Per the Purchase and Sale Agreement ("PSA"). On or before the Closing Date, Buyer and Seller shall prepare and exchange executed documents relating to the transfer including, but not limited to a Deed, Seller's Closing Affidavit, Closing Statement and FIRPTA ("Real Estate Transfer Documents").

Seller represents and warrants to Agent that fee title to the Property is now vested as follows "Auglaize County Commissioners". Seller further represents and warrants that Seller and the individuals executing this Agreement on behalf of Seller are duly authorized and empowered to execute this Agreement and any subsequent agreements, including, without limitation, any Real Estate Sales Contract, and transfer title to the Property. Seller further represents and warrants to Agent that execution of this Agreement and any subsequent agreements necessary to carry out the intent of this Agreement shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party.

- 3) **SURVEY:** Per the PSA

- 4) **PRORATIONS:** Per the PSA

- 5) **COMMISSION:** In consideration of the brokerage services to be rendered by Agent, Seller agrees to pay to Agent a commission equal to THREE percent (3%) of the acquisition price of the Property (the "Commission") up to an acquisition price of **FOUR MILLION FIVE HUNDRED THOUSAND (\$4,500,000)** and FOUR percent (4%) of the acquisition price of the Property should acquisition price exceed four million five hundred thousand (\$4,500,000); all commission owed upon the occurrence of any of the following events::

- a. The Property is sold, exchanged, leased with an option to purchase, master-leased or otherwise conveyed during the Term, or any extension thereof; or
- b. A sale, exchange or other conveyance of the Property is made within nine (9) months after the expiration of the Term to any person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property, or who was introduced to Seller or the Property by Agent as a prospective Buyer, provided that the name of any such person or entity has been

submitted to Seller by delivery of either a written offer to purchase the Property prior to expiration of the Term, or extension thereof, or by a written notice from Agent within thirty (30) calendar days after the expiration of this Agreement. With respect to a sale, exchange or other conveyance of the Property to any Buyer during the Term, Agent shall conclusively be deemed to be the procuring cause.

For purposes of this Paragraph Five (5), the term "Buyer" shall include that person or entity to whose attention Agent has brought the Property, as well as any partnership, joint venture, corporation, trust or other entity which that person or entity represents or in which that person or entity hold an ownership, beneficial or affiliated interest.

The Commission shall be paid at the Closing Date or within thirty (30) days following the Closing Date. Agent acknowledges and agrees that payment to Agent of said Commission is contingent upon the closing of a transaction contemplated hereunder between Seller and Buyer. Seller and Agent agree that if completion of any sale or exchange of the Property pursuant to a duly executed contract between Seller and any Buyer is prevented by default of Buyer, Seller shall be obligated to pay to Agent only an amount equal to one-half of any damages or other monetary compensation (including liquidated damages) that Seller recovers from said Buyer by suit, arbitration, or otherwise, as a consequence of Buyer's default, if and when such damages or other monetary compensation are collected; provided, however, that the amount due to Agent shall not exceed the Commission due to Agent had the subject transaction been completed. Seller acknowledges and agrees that the existence of any direct claim which Agent may have against Buyer shall not alter or in any way limit the obligations of Seller to Agent as set forth herein.

Seller hereby acknowledges Agent's right to file a broker's lien against the Property pursuant to Ohio Revised Code Section 1311.85 et. seq., to secure any Commission or other amounts due hereunder.

- 6) **INSPECTION CONTINGENCIES:** Per the PSA
- 6.1) **BOOKS AND RECORDS:** Per the PSA
- 6.2) **INSPECTION OF PROPERTY:** Per the PSA
- 6.3) **COMPLIANCE WITH LAWS:** Per the PSA
- 6.4) **TENANT FINANCIAL INFORMATION (Commercial Leased Properties):** N/A
- 6.5) **NO INSPECTION CONTINGENCY:** Per the PSA
- 6.6) **OTHER INSPECTION:** Per the PSA
- 7.1) **ESTOPPEL CERTIFICATES (Commercial Leased Properties):** Per the PSA
- 7.2) **ESTOPPEL CERTIFICATES NOT APPLICABLE (Commercial Leased Properties):** N/A
Estoppel Certificates shall not be required as a condition of any transaction contemplated hereunder between Buyer and Seller. Buyer shall satisfy itself with the status of any occupancy agreements, if any, as part of Buyer's own due diligence investigation.
- 8) **PERSONAL PROPERTY:** Per the PSA
- 9) **INSPECTION OF PROPERTY:** Per the PSA
- 10) **SELLER EXCHANGE:** Per the PSA
- 11) **BUYER EXCHANGE:** Per the PSA
- 12) **SELLER'S REPRESENTATIONS AND WARRANTIES:** Per the PSA
- 13) **AGENCY DISCLOSURE:** Seller acknowledges the requirement to sign an Agency Disclosure Statement, to be provided by Agent, prior to signing a contract to purchase real estate.
- 14) **COMPANY AGENCY POLICY:** Seller (Has) (Has Not) received Agent's written disclosure of Agent's policy on agency relationship.
- 15) **AGENT'S LIMITED AUTHORITY AND RESPONSIBILITY:** Agent shall assist Seller in marketing the Property and in negotiating the terms and conditions of sale or exchange with any prospective Buyer. Agent shall not, however, have authority to bind Seller to any contract or agreement, including any Purchase Agreement. Agent shall not be responsible for, without limitation, performing any due

diligence or other investigation of the Property, or for providing professional advice with respect to, without limitation, any legal, tax, engineering, construction or hazardous materials issues. Except for confidential information regarding Seller's business or financial condition and the negotiation of the terms of any agreement between Seller and a prospective Buyer, Seller and Agent agree that their relationship is at arm's length and is neither confidential nor fiduciary in nature.

- 16) **LIMITATION OF AGENT'S LIABILITY:** Except for Agent's sole gross negligence or sole willful misconduct, Agent's liability for any alleged breach or negligence in its performance of this Agreement shall be limited to the greater of Fifty Thousand Dollars (\$50,000) or the amount of Commission actually received by Agent in any subject transaction contemplated hereunder between a prospective Buyer and Seller.
- 17) **AFFILIATED BROKERS/POTENTIAL DUAL AGENCY:** Agent is affiliated with other brokerage companies in other states. Agent may disseminate information about the Property to such affiliated brokers, inviting the submission of offers by prospective Buyers to acquire the Property. Seller authorizes Agent and any affiliated broker to represent any prospective Buyer in the acquisition of the Property, and to submit offers on behalf of such Buyers. Seller understands that this authorization may result in Agent's representing both Seller and a prospective Buyer, and Seller hereby authorizes and consents to such dual representation and agrees to execute a Dual Agency Disclosure Statement provided by Agent. **[Note to IPA: We would like to discuss the dual agency relationship.]**
- 18) **BROKER CO-OP - SELLER'S OPTION:** N/A
- 19) **ARBITRATION OF DISPUTES:** If a controversy arises out of this Agreement or any transaction contemplated hereunder, Seller and Agent agree that such controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. In determining any question, matter or dispute, the arbitrator(s) shall apply the provisions of this Agreement without varying therefrom, and shall not have the power to add to, modify, or change any of the provisions hereof. Notwithstanding anything to the contrary herein, Agent may initiate a judicial action to the extent necessary to perfect and enforce Agent's lien rights hereunder.
- 20) **ATTORNEYS' FEES:** In any dispute arising out of this Agreement or any transaction contemplated hereunder, each party shall be responsible for its own attorneys' fees, experts' fees and costs, including costs of arbitration or other legal proceeding.
- 21) **EXCHANGE OR GROUND LEASE:** As used in this Agreement, the terms "sale", "sell", "purchase", or "exchange", or any derivatives thereof, shall be understood to include: (a) an exchange of the Property; (b) a lease or license of not less than 50% of the interior square footage of the Property, including but not limited to a ground lease or master lease; or (c) the sale or other transfer of Seller, if not an individual, unless otherwise agreed by Seller and Agent. In the event of an exchange, if no acquisition price is identified, the Commission described in Paragraph 5 above shall be calculated as a percentage of the exchange value of the Property. In the event of an applicable lease or license, the Commission described in Paragraph 5 above shall be calculated as FOUR percent (4%) of the total monetary compensation scheduled to be received by Seller thereunder. Agent is hereby authorized to represent all parties to any such exchange, lease or license transaction and to collect compensation or a Commission from such transactions.
- 22) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act and regulations promulgated thereunder in any transaction contemplated hereunder.
- 23) **ADDENDA:** Any addendum attached hereto, signed by the party(ies) to be charged, and delivered to the other party shall be deemed a part hereof. There are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party(ies) to be charged.
- 24) **GOVERNING LAW, Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree to the exclusive jurisdiction of the federal and state courts located in Auglaize County, Ohio, and agree that such courts shall be a proper place for venue in connection with any litigation initiated under this Agreement.
- 25) **EXTENSION OF TERM:** N/A

- 26) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to sell, exchange or transfer the Property to any person on the basis of race, color, national origin, sex, age, marital status or physical disability.
- 27) **COMPLIANCE WITH LAWS:** Seller agrees to comply with any applicable local, state or federal ordinances and laws relating to the sale, exchange or other transfer of the Property. Seller further agrees to pay all transfer taxes and assessments allocable to Seller under local, state and federal ordinance or law and shall otherwise comply with all local, state and federal laws.
- 28) **INTEGRATION AND SURVIVAL:** This Agreement contains the entire understanding and agreement between Seller and Agent concerning the subject matter herein, and supersedes any and all prior agreements, understandings, promises, representations and warranties, whether written or oral, between the Seller and Agent, concerning the subject matter hereof. Should any provision of this Agreement or portion thereof be deemed illegal, invalid or otherwise unenforceable, then to the maximum extent permitted by law, the remainder of the Agreement shall remain valid and binding as between the parties.

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29) OTHER TERMS AND CONDITIONS:

FAIR HOUSING STATEMENT

It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



SELLER UNDERSTANDS AND ACKNOWLEDGES THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM SELLER'S ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL

THE UNDERSIGNED SELLER AND AGENT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND SELLER ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY HEREOF. This Agreement may be executed in counterparts, and transmitted by facsimile by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.

SELLER: John N. Bergman **ADDRESS:** 209 S. Blackhoof Street, Room 201
BY: John N. Bergman Wapakoneta, OH 45895
ITS: President of the Board of Auglaize
County Commissioners
DATE: July 11, 2017 **TELEPHONE:** 419-739-6710

AGENT: MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES

BY: Michael L. Glass, Ohio Broker of Record **ADDRESS:** 230 West St., Suite 100
Columbus, OH 43215
DATE: _____ **TELEPHONE:** 614-360-9800

SELLER UNDERSTANDS AND ACKNOWLEDGES THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM SELLER'S ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL

Marcus & Millichap

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Marcus & Millichap Real Estate Investment Services of Ohio, Inc. (Marcus & Millichap) to help you with your real estate needs. The information below explains the various agency relationships Marcus & Millichap agents offer. For purposes of this guide, the term “seller” includes a landlord and the term “buyer” includes a tenant.

Representing Sellers

As the seller’s agent, Marcus & Millichap and listing agent must: follow the seller’s lawful instructions, be loyal to the seller, promote the seller’s best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction.

Marcus & Millichap does not act as a sub agent and will not offer sub-agency in representing sellers.

Representing Buyers

Marcus & Millichap and the buyer’s agent agree to represent a buyer’s interest in a transaction and must: follow the buyer’s lawful instructions, be loyal to the buyer, promote the buyer’s best interest, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Marcus & Millichap practices “dual agency”, which is when both the buyer and seller are represented by the same Marcus & Millichap agent. When Marcus & Millichap and its agent become “dual agents,” they must maintain a neutral position in the transaction. They will not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent. If a party does not agree to dual agency, the party can ask for representation from another agent with Marcus & Millichap, or seek representation from another brokerage.

Representing Both the Buyer and Seller

Marcus & Millichap practices “split-agency”, which is when the buyer and seller are each represented by two different Marcus & Millichap agents. In this scenario the agents continue to represent the best interest of each of their respective clients.

Additionally, Marcus & Millichap and its management level licensees will be considered dual agents and will have all obligations and duties of dual agency.

Working with Other Brokerages

When Marcus & Millichap lists property or sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Marcus & Millichap does reserve the right, in some instances, to vary the compensation it offers to other brokerages. Marcus & Millichap and its agent will make its listing available to other

Marcus & Millichap

brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. Even though Marcus & Millichap may share a fee with a brokerage representing the buyer, it does not mean that the Seller is represented by that brokerage. Instead that company will be representing the buyer and Marcus & Millichap will be the seller's interests. When acting as a buyer's agent, Marcus & Millichap also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, Marcus & Millichap will attempt to negotiate for a seller-paid fee.

Prior to the preparation or presentation of an offer, you will be given an Agency Disclosure Statement that specifically identifies the role of Marcus & Millichap and its agent. Ohio law requires that we obtain your acknowledgment of receipt of this Consumer Guide. Your signature will not obligate you to work with Marcus & Millichap.

Fair Housing Statement

It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



Name

John H Bergma

Name

Date

July 11, 2017

Date

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF APPLICATIONS TO THE OHIO DEVELOPMENT SERVICES AGENCY OFFICE OF COMMUNITY DEVELOPMENT FOR PY2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION, DOWNTOWN REVITALIZATION, AND CRITICAL INFRASTRUCTURE GRANT PROGRAMS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of July, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Development Services Agency allocated approximately \$40 million of funds for the PY2017 Ohio Small Cities Community Development Program (CDBG Allocation; Competitive Programs, including the Downtown Revitalization and Neighborhood Revitalization; and Critical Infrastructure); and,

WHEREAS, the Board of County Commissioners received notification from the Ohio Development Services Agency Office of Community Development and proposes to allocate the sum of \$175,000 in Community Development Block Grant (CDBG) Allocation funds for PY2017 to the County; and,

WHEREAS, the Board solicited projects for funding consideration; and,

WHEREAS, the Board adopted Resolution No. #17-272 on June 27, 2017 setting the date to receive public comment on the Board's proposed projects for PY2017; and,

WHEREAS, the Board received no verbal or written comments concerning the proposed allocation of funds.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the submittal of applications to the Ohio Development Services Agency Office of Community Development for the following PY2017 CDBG Grant Programs: PY17 Allocation funding of \$175,000; PY17 Downtown Revitalization funding up to \$300,000 on behalf of the City of Wapakoneta (up to \$270,000 Private Rehabilitation and up to \$30,000 General Administration); PY17 Critical Infrastructure funding of \$295,600 on behalf of the Village of Buckland; and PY17 Critical Infrastructure funding of \$246,800 on behalf of the Village of Cridersville; and,

BE IT FURTHER RESOLVED that the Board does authorize its President, John N. Bergman, to execute and submit the grant applications.

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

Adopted this
11th day of
July, 2017

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

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE 2017 CDBG ADA ACCESSIBLE ENTRY DOOR MOULTON TOWNSHIP BULDING PROJECT USING PY'16 CDBG FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of July, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners allocated a sum from the P.Y. 2016 Community Development Block Grant (CDBG) Allocation Program funds for the 2017 CDBG ADA Accessible Entry Door Moulton Township Building Project; and,

WHEREAS, specifications have been prepared for the 2017 CDBG ADA Accessible Entry Door Moulton Township Building Project with an estimated cost of \$3,800.00; and,

WHEREAS, it is necessary, at this time, to set date and time to receive bids for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby set August 3, 2017 at 10:00 a.m. as the date and time at which to receive and open bids in the office of the Commissioners for the 2017 ADA Accessible Entry Door Moulton Township Building Project, a P.Y. '16 CDBG Allocation Program funded project.

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

Adopted this
11th day of
July, 2017

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: Poggemeyer Design Group – Gayle Flaczynski
- ✓ Moulton Township

NOTICE TO CONTRACTOR

Public Notice is hereby given that the Auglaize County Board of Commissioners, Ohio, will receive sealed bids for the 2017 CDBG ADA Accessible Entry Door for Moulton Township Building Project until 10:00 a.m. local time, August 3, 2017, in the Commissioner's Office located in the County Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895.

Plans and specifications are on file and available at the Commissioners' Office located at 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio 45895, phone 419-739-6710.

Each bidder is required to furnish with their proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends and requires that this project be completed no later than October 31, 2017.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

This project is funded through PY'16 CDBG Allocation Funds. The estimate for the construction project is \$3,800.00.

No bidder shall be permitted to withdraw his bid for a period of thirty (30) days after the time of opening the bids.

All bids are to be on a form furnished by the Auglaize County on behalf of the Moulton Township and submitted in a sealed envelope with the name of the bidder and the project noted plainly on the outside.

The Auglaize County Commissioners, as the Owner, reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

Auglaize County Commissioner
John N. Bergman, Douglas A. Spencer and Don Regula

PUBLISH: July 11, 2017
July 18, 2017

**IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF THE FY 2018 COMMUNITY
BASED CORRECTION PROGRAM SUBSIDY GRANT AGREEMENT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of July, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a grant agreement for funding from the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, which awards the sum not to exceed \$45,220.00, to be paid in eight equal installments of \$5,652.50 for the period beginning 07/01/2017 to 06/30/2018 and at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, Grant program; and,

BE IT FURTHER RESOLVED that the Board does ratify the execution of said grant application by 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
11th day of
July, 2017

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: Judge Pepple
/ Auditor

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
NON-RESIDENTIAL MISDEMEANANT

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL FELONY (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 770 West Broad Street, Columbus, Ohio and Auglaize County (hereinafter referred to as Grantee), 201 Willipie St., Room 207, Wapakoneta, Ohio, 45895. The Grantor and the Grantee are

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of up to Forty-Five Thousand Two Hundred and Twenty dollars (\$45,220.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$5,652.50, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 34-6400073. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
PSI	407-PSI-2018-App-AuglaCPAPD-00088	\$ 45,220
		\$
		\$
		\$
		\$
		\$

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2019. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2018 and 2019. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
 6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.

8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.

10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.

 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th 2018 (FY '18) and September 30th 2019 (FY '19).

 - C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

a. Period One – July 1, 2017 to December 31, 2017	Due Date – January 31, 2018
b. Period Two – January 1, 2018 to June 30, 2018	Due Date – July 31, 2018
c. Period Three-July 1, 2018 to December 31, 2018	Due Date – January 31, 2019
d. Period Four – January 1, 2019 to March 31, 2019	Due Date – April 30, 2019

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

- 11. Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

- 12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order

2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

- 13. Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
- 14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
- 15. Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
- 16. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
- 17. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
- 20. Entire Agreement or Waiver:** 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 hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. 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.

- 21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. 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.
- 23. 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.
- 24. 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 and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

John W. Bergman _____
County Commissioner Date

Debra A. Spence _____ 7-11-2017
County Commissioner Date

Don Regula _____ 7-11-2017
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

FOR THE GRANTEE:

Mayor/City Manager Date

**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 11th day of July, 2017.

Commissioner Regula 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 Wednesday, July 12, 2017 from 6:30 p.m. – 8:30 p.m. to attend the Auglaize County Township Association Ice Cream Social, Noble School, 16493 St. Marys River Road, St. Marys, Ohio 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 Wednesday, July 12, 2017 from 6:30 p.m. – 8:30 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 to 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 Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
11th day of
July, 2017

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: newspapers

///