

**IN THE MATTER OF ACCEPTING THE QUOTE FROM DUDE SOLUTIONS TO PURCHASE A SOFTWARE NAMED ASSET ESSENTIALS CORE PLUS AND IMPLEMENTATION FOR THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND AUTHORIZING EXECUTION OF QUOTE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of August, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Dude Solutions has submitted a quote of \$3,998.96 to purchase the software Asset Essentials Core Plus and for the implementation of said software for the Maintenance Department for Auglaize County.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the President of the Board to execute said quote to purchase from Dude Solutions in the amount of \$3,998.98 for the Maintenance Department of Auglaize County; and,

**BE IT FURTHER RESOLVED** that said Board does authorize County Administrator Erica Preston to proceed with the purchase of the said software per the quote in the amount of \$3,998.96.

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

Adopted this  
5th day of  
August, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: ✓Dude Solutions  
✓Maintenance Supervisor

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of August, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**WHEREAS**, the CCAOSC wishes to continue assisting Ohio counties entities in securing competitively priced “Locate Non-Custodial Parent Service primarily focused on Prison Data” under contractual terms favorable to participant. This period commencing June 1, 2021 and ending on May 31, 2023. The Agreement provides for two additional tow-year extensions. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

- a. To add users after June 1, 2021 with the understanding that they will be added at a rate of \$32.41 per user, per month for the period of June 1, 2021 to May 31, 2022, and at the rate of \$33.38 per user, per month, for the period June 1, 2022 to May 31, 2023.
- b. In addition, Participant agrees to pay a Program Administrative Expense which is currently \$80.00 per user, per year.
- c. Real time incarceration and arrest records may be added at a rate of \$100.00 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$103.00 per user, per month, for the period June 1, 2022 to Mary 31, 2023.

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

**BE IT FURTHER RESOLVED** that the Board does here by authorizes the execution of said agreement for the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this  
5th day of  
August, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

**PARTICIPATION AGREEMENT REGARDING THE  
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING  
CORPORATION, EXECUTED MAY, 2021**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2021 through May 31, 2023, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC “), an Ohio for profit corporation and the Board of County Commissioners, Auglaize County, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

**RECITALS**

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

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of said agreements;

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

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

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 after a Request for Proposal was issued, the proposal was reviewed, it was determined that West Publishing Corporation offered the best access to location data and prison data through CLEAR, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

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

## **SECTION 1. DEFINITIONS**

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

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

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2021 and ending on May 31, 2023.

Vendor – West Publishing Corporation.

Agreement - That certain contract effective June 1, 2021 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2023. The Agreement provides for two additional two-year extensions. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT**

### A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2021 with the understanding that they will be added at a rate of \$32.41 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$33.38 per user, per month, for the period June 1, 2022 to May 31, 2023.

Real time incarceration and arrest records may be added at a rate of \$100.00 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$103.00 per user, per month, for the period June 1, 2022 to May 31, 2023.

Batch premium alerts may be added in volume tiers according to the chart below:

<b>June 1, 2021 to May 31, 2022</b>		<b>June 1, 2022 to May 31, 2023</b>	
<b>Alerts Month</b>	<b>Cost Per Month</b>	<b>Alerts</b>	<b>Cost Per</b>
100	\$44.00	100	\$46.00
300	\$72.00	300	\$76.00
500	\$114.00	500	\$120.00
1,000	\$216.00	1,000	\$227.00
1,500	\$315.00	1,500	\$331.00
3,000	\$612.00	3,000	\$643.00
5,000	\$990.00	5,000	\$1,040.00
10,000	\$1,920.00	10,000	\$2,016.00
25,000	\$4650.00	25,000	\$4,883.00

4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2021 until May 31, 2023. The program administrative expense will be invoiced each year in the month of June for 2021 and 2022, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2023** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2023 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2023.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2021.
5. Communicate requests and feedback from the users to West Publishing Corporation.

**SECTION 3. OPTIONAL PROVISIONS**

**REAL TIME INCARCERATION AND ARREST RECORDS**

JAG

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

**BATCH PREMIUM ALERTS**

JAG

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

#### **SECTION 4. AMENDMENTS**

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

#### **SECTION 5. MISCELLANEOUS**

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

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

##### **1. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

##### **2. NON-DISCRIMINATION/EQUAL OPPORTUNITY**

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.


All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

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

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)**

By:  Address: 209 East State Street  
Columbus, Ohio 43215

**COUNTY OF Auglaize  
BOARD OF COMMISSIONERS /COUNTY EXECUTIVE/ APPROVING  
AUTHORITY**

By:  Address: 209 S. Blackhoof Street Room 201  
David P. Brundage Wapakoneta, Ohio 45895  
John N. Bergman

Date of Adoption of Approving Board Resolution August 5, 2021


**PARTICIPANT AGENCY: Auglaize County**

By:  Address: 12 N. Wood Street  
Director Wapakoneta, Ohio 45895

If necessary, Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_

**OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)**

By:  Address: 1103 Schrock Road, Suite 309  
Columbus, Ohio 43229



**IN THE MATTER OF AUTHORIZING THE MILESTONE FIVE YEAR SOFTWARE MAINTENANCE FOR THE COUNTY FROM INSPIRED TECHNOLOGIES LLC.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of August, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Cameron Ruppert, IT Manager submitted information to the Board of County Commissioners requesting the additional Care Plus Software Maintenance for five years for the county's computer system; and,

**WHEREAS**, a quotation which was obtained from Inspired Technologies LLC for the above mentioned maintenance at a cost of \$2,040.00; and,

**WHEREAS**, Mr. Ruppert requested that the Board authorize the purchase of the software maintenance for the county's computer system.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition the five year software maintenance from Inspired Technologies LLC at the cost of \$2,040.00 as requested by the IT Manager; and,

**BE IF FURTHER RESOLVED** that the Board authorizes the IT Manager, Cameron Ruppert, to proceed with the purchase from Inspired Technologies LLC for the above mentioned quote; and,

**BE IT STILL FURTHER RESOLVED** that the payment for this quote is hereby ratified and funded through the (041) Permanent Improvement Fund and the Clerk will encumber the funds for this purchase.

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

Adopted this  
5th day of  
August, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spender, Yes  
Douglas A. Spender

David Bambauer, Yes  
David Bambauer

John N. Bergman, Yes  
John N. Bergman

✓cc: IT Manager  
✓ Inspired Technologies LLC

**IN THE MATTER OF APPROVING AN AGREEMENT FOR THE CREATION OF AN ARTISTIC MURAL BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND KURT DOLL AT THE NEIL ARMSTRONG AIRPORT AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 5th of August, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a mural committee was organized and proposals were solicited for the mural project. On May 13, 2021, in Resolution #21-203, Kurt Doll was selected to complete the mural project at the Terminal Building at the Neil Armstrong Airport; and,

**WHEREAS**, the Airport Manager has submitted an agreement for the creation of an artistic mural between the Auglaize County Board of County Commissioners, Auglaize County, Ohio ("County") and Kurt Doll ("Artist"), effective August 1, 2021; and,

**WHEREAS**, the artist shall be compensated in the amount of Twenty-Four Thousand Seven Hundred Fifty Dollars and No Cents (\$24,750.00). Such compensation shall be made by the New Bremen Foundation and shall be made by the New Bremen Foundation and shall be made according to the following schedule in the agreement.

**WHEREAS**, it is the recommendation of the Auglaize County Airport Manager that the Auglaize County Board of County Commissioners approve the terms of such agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the agreement for the Creation of an Artistic Mural at the Neil Armstrong Airport; said agreement being between Auglaize County Board of Commissioners and Kurt Doll; and,

**BE IT FURTHER RESOLVED** that the Board of Auglaize County Commissioners does hereby authorize the execution of said agreement; and,

**BE IT FURTHER RESOLVED** that a copy of said agreement be hereto attached and thus be made a part of this Resolution.

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

Adopted this  
5th day of  
August, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spence, Yes  
Douglas A. Spence

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: Kurt Doll  
✓ Airport Authority  
✓ Airport Manager

**Auglaize County Neil Armstrong Airport  
Terminal Building  
Agreement for the Creation of an Artistic Mural**

This agreement is entered into between the Auglaize County Board of County Commissioners, Auglaize County Ohio (“*County*”) and Kurt Doll (“*Artist*”), effective August 1, 2021.

RECITALS

WHEREAS, the Auglaize County Board of County Commissioners is the owner of the Terminal Building (“*Terminal*”) at the Auglaize County Neil Armstrong Airport (“*Airport*”), located in the northeast quarter of Section 29, Town 6 South, Range 5 East, Washington Township, Auglaize County, Ohio; and

WHEREAS, the County desires to have a mural displayed in the Terminal; and

WHEREAS, the County solicited request for proposals (“*RFP*”) for a mural at the Terminal; and

WHEREAS, the County selected Artist via Resolution #21-203, following the RFP process; and

WHEREAS, the County and Artist are entering into this agreement for the installation of a public mural at the Terminal, meant to enhance the historic connection between Neil A. Armstrong and Auglaize County.

NOW THEREFORE BE IT RESOLVED that the parties hereby agree as follows:

1. Services/Deliverables: Artist shall be responsible for completing and installing a hand painted mural as depicted in the Artist’s response to the RFP in accordance with the provisions set forth herein.
2. Site Specifications: The mural may be completed at a site of the Artist’s choosing and does not need to be completed at the Terminal. The mural is to be installed directly to the western wall within the main entry room of the Terminal. This wall section is between the north vestibule and south vestibule, equating to approximately fifty-one (51) feet in width. The mural must be installed starting eight (8) feet above the floor, and go no higher than twenty (20) feet from the floor (the upper mural edge to remain below the lower windowsill of the west wall windows, allowing approximately twelve feet in height).
3. Mural Specifications: The mural is to be hand painted onto high quality plywood, primed on both sides of the sheets and along the sheet edges, that will be mounted to the western wall in the main lobby area of the Terminal. The panels should be satisfactorily mounted as would be assumed for interior drywall, with metal stud spaced sixteen (16) inches on

center. The mural should meet all standards and specifications set out in the RFP and shall accurately depict the Artist's rendition submitted in response to the RFP.

4. Installation: The Artist shall coordinate with the County regarding Mural installation needs and schedules. Artist may use scaffolding to mount the Mural, provided the scaffolding has all sections rolling on wheels in good condition. Other equipment may be used, such as extension ladders or small personnel lifts, provided the equipment will not damage the existing floor tile and other adjacent surfaces. Should areas of the Terminal become affected by equipment or work being accomplished by the Artist, the Artist will be responsible for properly cleaning or repairing those areas to the satisfaction of the County.
5. Deadline/Term: Artist shall have the mural completed and installed to the County's satisfaction on or before December 31, 2021.
6. Fee/Payment: Artist shall be compensated in the amount of Twenty-Four Thousand Seven Hundred Fifty Dollars and No Cents (\$24,750.00). Such compensation shall be made by the New Bremen Foundation and shall be made according to the following schedule: (i) within ten days following the full execution of this agreement, Artist shall be paid Ten Thousand Dollars and No Cents (\$10,000.00), (ii) the balance, in the amount of Fourteen Thousand Seven Hundred Fifty Dollars and No Cents (\$14,750.00) shall be made to Artist following the final sign-off by the County that the project has been completed to the County's satisfaction. Such compensation shall be considered the full amount due and owed to the Artist under this agreement.
7. Mural Disassembly: The mural panels should be mounted in such a way that allows for future disassembly, should the need arise out of emergence, maintenance, or relocation of the mural. Should disassembly be deemed necessary, the County would first coordinate with the Artist. Should the Artist be not available under the circumstances, the Artist would instruct the County as to an acceptable means of disassembly and storage.
8. Warranty, Loss, or Damages: The Artist warrants that the work is and will be the original product of his own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights. In the event that the Artist is using images that require permission for use, it shall be the sole responsibility of the Artist so secure such permissions prior to commencement of the mural. The Artist further warrants that he shall have all rights and permissions necessary to use any and all images depicted in the mural. The Artist warrants for a period of five (5) years from the date of acceptance by the County of the work that the work shall be free from defects in material and workmanship. The Artist shall repair or replace at County discretion, and at no additional cost to the County, any portion of the work that is found to be defective during the warranty period. The County agrees to notify the Artist of any such defect immediately upon discovery. Confirmation of notice shall be made in writing. The Artist shall assume all risk of loss or damage to the work prior to completion and installation. The County shall assume all risk of loss or damage to the work after acceptance of the work provided such loss or damage is not the fault of the Artist. In the event of physical loss or damage to the work prior to

completion and installation, the Artist shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the County.

9. Maintenance: With directions provided by the Artist, the County shall be responsible for the cleaning, maintenance, and protection of the work after installation.
10. Repair: With respect to any repair or restoration of the work not covered by the warranty, the Artist shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the work.
11. Insurance: The County shall be listed as additionally insured up to and during the period of mural installation. Following the satisfactory completion of the mural, the insurance coverage shall revert to the County.
12. Entire Agreement. Except as expressly provided otherwise herein, this agreement represents the entire agreement among the parties, except that the parties agree that this agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original but all counterparts together shall constitute a single agreement.
13. Governing Law. The parties agree that this Agreement shall be governed by the laws of the State of Ohio.

*[Remainder of Page Intentionally Left Blank]*

Signed on this 5th day of August, 2021.

Board of Commissioners  
Auglaize County, Ohio

*Colin Luffel*  
Witness

*Douglas A. Spencer*  
Douglas A. Spencer

\_\_\_\_\_  
Witness

*John N. Bergman*  
John N. Bergman

*Dave Bambauer*  
Dave Bambauer

Signed on this 28<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Witness

*Kurt Doll*  
Kurt Doll

\_\_\_\_\_  
Witness

**IN THE MATTER OF AUTHORIZING A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of August, 2021.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, A RESOLUTION AUTHORIZING the President of the Board to execute the Participation Agreement for the One Ohio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the One Ohio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>; and,

**WHEREAS**, the Auglaize County, Ohio (herein “County”) is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and,

**WHEREAS**, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and,

**WHEREAS**, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

**WHEREAS**, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and,

**WHEREAS**, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Auglaize County has adopted, and hereby reaffirms its adoption of, a One Ohio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and,

**WHEREAS**, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and,

**WHEREAS**, the Board of Auglaize County Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and,

**WHEREAS**, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and,

**WHEREAS** a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the One Ohio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and,

**Resolution #21-328 – continued**  
**August 5, 2021**

**WHEREAS**, Board of County Commissioners wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”).

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO.**

Section 1. That Board of Auglaize County Commissioners does hereby accepts the Proposed Settlement on behalf of Auglaize County, pursuant to the terms of the One Ohio MOU.

Section 2. That it is found and determined that all formal actions of the Board relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is necessary for the preservation of the public peace, health, welfare and safety of Auglaize County. The resolution will ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

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

Adopted this  
5th day of  
August, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

*Douglas A. Spencer*, *Yes*  
Douglas A. Spencer

*David Bambauer*, *Yes*  
David Bambauer

*John N. Bergman*, *Yes*  
John N. Bergman

✓ cc: Prosecuting Attorney



### OneOhio Subdivision Participation Form

Governmental Entity: Auglaize County	State: Ohio
Authorized Official: Douglas A. Spencer	
Address 1: 209 S. Blackhoof Street, Room 201	
Address 2:	
City, State, Zip: Wapakoneta, OH 45895	
Phone: 419-739-6710	
Email: commissioners@auglaizecounty.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:


**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature:   
Name:   Douglas A. Spencer    
Title:   President of the Board    
Date:   8-5-21