County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-507

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

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

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

Check #	Amount	Vendor
430095	$ 258.92	PerryProTech
430100	$ 1,259.59	Thomas R Freytag
430110	$ 793.85	Amanda Seigle
430125	$ 120.00	Hutchison Shell
430131	$ 400.00	St Marys Area Chamber
430157	$ 223.50	Palmer Bolt
430175	$ 279.29	Nancy Gray
430183	$ 360.00	SecurCom
430198	$ 504.00	West Central Ohio Regional
430207	$ 1,560.00	Auglaize County Special Olympics
430210	$ 180.00	Z'Wash Haus
430240	$435,067.78	Shelly Co.
430242	$ 5,543.90	CBA Benefits
430252	$ 330.99	A & H Hose
430280	$ 2,503.88	Dominion
430288	$18,000.00	American Chevy

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

Adopted this
13th day
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N Bergman, yes
John N. Bergman

cc: County Auditor

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-508

IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR CY SCHWIETERMAN INC. FOR THE ROGERS #2 DITCH PROJECT.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond from Cy Schwieterman, Inc. for labor and materials for said Rogers #2 Ditch project; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Cy Schwieterman, Inc. as presented, for the Rogers #2 Ditch project, executing same; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Engineer's Secretary prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N Bergman, yes
John N. Bergman

✓cc: County Engineer

DITCH CONTRACT

Revised Code, Sec . 6131.41

In the Matter of the ROGERS #2 DITCH *SINGLE County Ditch Petitioned for by* DENNIS WERLING, WARREN BAILEY and MIKE STEINKE.

THIS AGREEMENT, *made and entered into on this day of 2018. By and between the County Commissioners of* AUGLAIZE COUNTY, *Ohio, and hereinafter designated as "First Party," and* CY SCHWIETERMAN INC. *of* 10097 KOHLER ROAD WAPAKONETA, OHIO 45895 *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum of* ONE HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 ($102,375.00) *Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said "First Party." all the necessary materials, and do all the work and labor required to construct the* ROGERS #2 DITCH *improvement petitioned for by* DENNIS WERLING, WARREN BAILEY AND MIKE STEINKE *and others, in accordance with plans, drawings and specifications for the same hereto attached, which plans, drawings and specifications are hereby declared to be a part of this contract.*

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on said ROGERS #2 DITCH *and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the* ROGERS #2 DITCH *may require . The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the* 1st *day of* OCTOBER, 2019, AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second Party" said sum of* ONE HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 ($102,375.00) *Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as provided by law.*

Now if the said CY SCHWIETERMAN INC. *of* 10097 KOHLER ROAD WAPAKONETA, OHIO 45895 *shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.*

Executive in Presence of

David C. Schwieterman
signed

Brenda Gerlach
witness

Cy Schwieterman Inc.
company

Joyce Gerlach
witness

10097 Kohler Rd.
street

Wapakoneta Oh 45895
city, state, zip

The above Contract being good and sufficient is approved this 13th *day of* December, *2018.*

Douglas A. Spencer
commissioner

Don Regula
commissioner

John N. Bergman
commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the ROGERS #2 DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR AND MATERIALS

Petitioned for by DENNIS WERLING, WARREN BAILEY AND MIKE STEINKE.

KNOW ALL MEN BY THESE PRESENTS, *that we,* CY SCHWIETERMAN INC. *of* 10097 KOHLER ROAD WAPAKONETA, OHIO 45895, *as Principal, and* LETTER OF CREDIT, FIRST NATIONAL BANK IN NEW BREMEN, *as sureties, are held and firmly bound unto the state of Ohio for the benefit of* AUGLAIZE COUNTY *and for the benefit of any owner having a right of action thereon as is provided by law, in the penal sum of* ONE HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED SIXTY EIGHT AND 75/100 ($127,968.75) *Dollars,* WHICH IS 125% OF THE DITCH CONTRACT, *to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators.*

Signed by us, and dated this *day of* *, 2018.*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound CY SCHWIETERMAN INC. *of* 10097 KOHLER ROAD WAPAKONETA, OHIO 45895 *have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and perform the work and labor for the construction of the* ROGERS #2 DITCH *improvement petitioned for by* DENNIS WERLING, WARREN BAILEY AND MIKE STEINKE *and others specified in said Contract, to the satisfaction and acceptance of the County Engineer, on or before the* 1st *day of* *OCTOBER,* 2019, *for the compensation of* ONE HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 ($102,375.00) *Dollars.* (DITCH CONTRACT AMOUNT).

Second, to save the County from any loss caused by delay in completing the work or furnishing the material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said CY SCHWIETERMAN INC. *Of* 10097 KOHLER ROAD WAPAKONETA, OHIO 45895 *shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.*

Executive in Presence of

David C. Schwieterman
Signed

Brenda Aulbach
witness

Cy Schwieterman Inc.
company

Joyce Hurlock
witness

10097 Kohler Rd.
street

Wapakoneta OH 45895
city, state, zip

The above Bond being good and sufficient is approved this 13th *day of* December *, 2018.*

Douglas A Spencer
commissioner

Don Regula
commissioner

John N Bergman
commissioner

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-509

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY JOBS AND FAMILY DEPARTMENT DIRECTOR.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of November, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2018, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2018 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the (050) Children Services Fund by $150,000.00; and,

WHEREAS, Auglaize County Jobs and Family Services Director Michael Morrow requested that the Board amend the 2018 Annual Appropriation to reflect the following increase:

Increase – 050.0004.530600 (Contract Services) by $150,000.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2018 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N Bergman, yes
John N. Bergman

cc: County Auditor
✓County Administrator
✓JFS Director

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-511

IN THE MATTER OF APPROVING THE PARTICIPATION AGREEMENT REGARDING ENERGY PURCHASING PROGRAMS OF THE CCAO SERVICE CORPORATION.
****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAOSC) has partnered with Palmer Energy Company to help manage an electricity program for member counties; and,

WHEREAS, the Board of County Commissioners of Auglaize County, Ohio desires to participate in the CCAOSC Energy Purchasing Programs and is in receipt of the following: Natural Gas Purchasing Program, Electricity Purchasing Program and Electric Aggregation Purchasing Program of the CCAO Service Corporation; and,

WHEREAS, the Board has reviewed said agreement, together with all relevant documents submitted therewith, and fords the pertinent provisions to be as follows:

This Participation Agreement regarding the Energy Purchasing Programs of the CCAO Service Corporation ("CCAOSC") is among the CCAO Service Corporation, an Ohio for-profit corporation, the County of Mercer, Ohio, a political subdivision of the State of Ohio ("the Participant"), and CCAOSC Energy Solutions (CCAOSCES), an Ohio limited liability company and subsidiary or the Consultant (the "Manager").

Recitals

A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, wishes to establish a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced energy supplies through various energy purchasing programs (the "Program" or "Programs") under contractual terms favorable to Participants.

B. The Auglaize County is an Ohio county which is a member of CCAO and wishes to participate in the Program.

C. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program. The Manager is a subsidiary of Palmer Energy Company, Toledo, Ohio.

D. CCAOSC and the Participant agree that is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's electricity purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

"Program Term" means the effective for a period of not more than five (5) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

WHEREAS, a copy of the Participation Agreement is on file and made a part hereof as if fully rewritten. Agreement will be maintained until no longer of administrative value.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the Participation Agreement regarding the Energy Purchasing Programs of the CCAO Service Corporation; and,

BE IT FURTHER RESOLVED that said Board does approve the Participation Agreement regarding the Energy Purchasing Program of CCAO Service Corporation, hereby authorizing the execution of said Agreement by the President of the Board of Auglaize County Commissioners.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: CCAO – Keith Blosser
Palmer Energy – Amy Huffman

PARTICIPATION AGREEMENT REGARDING ENERGY PURCHASING PROGRAMS OF THE CCAO SERVICE CORPORATION

This **Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation** (the "Agreement") is entered into as of _12/13/2018, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of** Auglaize, a political subdivision of the State of Ohio ("Auglaize County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager").

Recitals

A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, has established a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced energy supplies through various energy purchasing programs (the "Program" or "Programs") under contractual terms favorable to Participants.

B. Auglaize County is an Ohio county which is a member of CCAO and wishes to participate in the Program.

C. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program. The Manager is a subsidiary of Palmer Energy Company, Toledo, Ohio.

D. CCAOSC and Auglaize County agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's energy purchasing Programs.

NOW, THEREFORE, it is agreed by and among CCAOSC, Auglaize County, and the Manager, by their authorized representatives, that:

SECTION 1. DEFINITIONS

"Agreement" means this Participation Agreement, as the same may be amended, modified or supplemented in accordance with Section 7 hereof.

"Authorized Estimator" means the person designated by the governing board of Auglaize County to estimate the energy to be purchased for Auglaize County, as well as other nominations of energy supplies for Auglaize County. The Authorized Estimator may, but need not be, Auglaize County's representative on the Board of Participants.

"Board of Participants" has the meaning ascribed to it in Section 2 of this Agreement.

"Energy Executive Committee of the Board of Participants" has the meaning ascribed to it in Section 2 of this Agreement.

"Fiscal Year" means the Participant's twelve (12) month period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Manager" means CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc..

"Participant" or "Participants" means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities, of which Auglaize County is one, that are participating in the Program.

"Program Administrative Charges" means the charges determined in each Exhibit as executed by CCAOSC, Auglaize County, the Manager and the Designee in connection with the Program and approved by the Energy Executive Committee of the Board of Participants.

"Program Term" means the periods specified in each Exhibit.

"Supplier" means any person, corporation, partnership or other organization with whom the Participant, CCAOSC (or its designee) may contract for the purchase of energy supplies.

SECTION 2. COMPONENTS OF PROGRAM; COUNTY PARTICIPATION.

The Program consists of five components: a natural gas purchasing program, detailed in Exhibit A to this Agreement; an electricity purchasing program, detailed in Exhibit B; an electric aggregation program, detailed in Exhibit C; a natural gas aggregation program, detailed in Exhibit D; and a solar PV purchasing program, detailed in Exhibit E. All of the above exhibits are to be considers as incorporated into, and a part of, this Agreement.

Auglaize County has decided to participate in those components of the Program as to which it has executed an exhibit attached to this Agreement. It is not a participant in any other component.

SECTION 3. REQUEST FOR PROPOSALS. Prior to Auglaize County's entering into any energy supply agreement with a Supplier, CCAOSC or the Manager shall conduct a publicly solicited request for proposals from Suppliers and shall, upon request, make the request for proposals and any responses to such request available to Auglaize County.

SECTION 4. MANAGEMENT AND OPERATION OF PROGRAM

A. Board of Participants. The Board of Participants shall have the general oversight of the Program and shall consist of one representative of each Participant in the Program(s). Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program or participates in more than portion of the CCAOSC energy programs, it shall nevertheless be entitled to only one vote on the Board of Participants.

B. **Energy Executive Committee of Board of Participants; Composition.** The Energy Executive Committee shall consist of not less than nine or more than fifteen members (exclusive of ex-officio members), composed as follows:

1. At least four members shall be county commissioners of counties that participate in one or more of the Energy Programs;
2. The remaining members shall be either county commissioners of counties that participate in one or more of the Energy Programs or approved designees of such commissioners;
3. At least six members of the Energy Executive Committee shall be chosen from counties that are participants in the natural gas program; at least six members shall be chosen from counties that are participants in the electric program; and at least two members shall be chosen from counties that are participants in the government aggregation program; provided that if a member represents a county that participates in more than one of the programs entitled to a minimum number of members, he or she may be counted to satisfy the minimum for each program.

The number of members of the Energy Executive Committee, within the above limits, shall be set by the Energy Executive Committee.

In addition to the members described above, there shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by CCAOSC. In addition, the Energy Executive Committee may appoint additional ex officio Energy Executive Committee members as it deems necessary. Ex officio members of the Energy Executive Committee shall be nonvoting members.

C. **Energy Executive Committee; Elections.** The Energy Executive Committee shall be elected as follows:

1. The then-existing participants in the natural gas program shall elect six members of the Energy Executive Committee;
2. The then-existing participants in the electric program shall elect six members of the Energy Executive Committee;
3. The then-existing participants in the government aggregation program shall elect two members of the Energy Executive Committee;
4. All participants in all Energy Programs shall elect any at-large members of the Energy Executive Committee.

Terms of office of members of the Energy Executive Committee shall be for two years, and shall commence at the conclusion of the annual meeting at which they are elected, and shall end at the adjournment of the annual meeting held two years from the annual meeting at which they are elected. Members of the Energy Executive Committee shall elect a chair and vice-chair, who shall also serve as chair and vice-chair of the Board of Participants. Members shall hold office until the expiration of their terms, or subsequent to the expiration of their terms until their successors take office. All vacancies in the membership of the Energy Executive Committee shall be filled for the unexpired term by election by the appropriate Board of Participants.

D. Powers and Duties of Energy Executive Committee. The Energy Executive Committee shall exercise all the powers in connection with oversight of the Program, including but not limited to the following:

1. It shall oversee and manage the operation of the Program.

2. It may adopt policies and procedures supplementing the general terms of this Agreement concerning the purchase of natural gas or electricity supplies, transportation and/or storage of gas, payment for purchase of either energy type, transportation and/or storage of gas, accounting for such energy supplies among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of energy supplies purchased or changes in rates by Supplier(s), and the method by which natural gas or electric energy usage will be reported to CCAOSC, the Manager or Authorized Designee.

3. It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.

4. It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager and its Authorized Designee, advisors and legal counsel.

5. It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.

6. It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.

7. It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:

    a. amendments to or modifications of this Agreement;

    b. Program Administrative Costs; and

    c. each Participant's share of Program Administrative Costs.

8. It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Energy Executive Committee may direct the Manager to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

E. Meetings; Quorum. The Board of Participants shall hold an annual meeting during the last three months of each calendar year, for the purposes of passing on reports of the previous fiscal year, electing members of the Energy Executive Committee and transacting such other business as may come before the meeting. The Board of Participants shall meet at such other times as it determines. The Energy Executive Committee shall meet at such times as it determines. Those present at any meeting, whether in person or by telephone or other electronic means, shall constitute a quorum for the transacting of business by the Board of Participants, and five (5) then-authorized voting members of the Energy Executive Committee shall constitute a quorum for the transacting of business by the Energy Executive Committee. Upon a Participant's request, the Energy Executive Committee shall give Participant notice of the time, place, and subject matter of Energy Executive Committee meetings in the same manner as Energy Executive Committee members are notified.

For purposes of determining a quorum for either a Board of Participants or Energy Executive Committee meeting:

as to a Board of Participants meeting, a Participant shall be deemed present if its Representative or Alternate participates by telephone or other electronic means;

as to an Energy Executive Committee meeting, a member shall be deemed present if its Representative or Alternate participates by telephone or other electronic means.

A Participant or Energy Executive Committee member who is deemed present at a meeting may vote on any question at that meeting by telephone or other electronic means.

F. **Rules and Regulations.** The Board of Participants and the Energy Executive Committee may make such further rules and regulations governing the conduct of business as they may determine.

G. **Insurance**. CCAOSC shall maintain errors and omissions liability insurance or self-insurance that includes coverage of a Participant as a member of the Energy Executive Committee under any such policy. Such coverage shall be at least $1,000,000 each occurrence and $1,000,000 annual aggregate. CCAOSC shall provide documentary evidence of such coverage to the Participant upon request. This provision shall survive termination of this Agreement.

SECTION 5. REPORTS AND RECORDS. CCAOSC or the Manager shall maintain records and data concerning the amount of energy purchased and consumed on behalf of Auglaize County, the amount paid for the purchase and, if applicable, transportation and/or storage of such gas, the allocation of the costs thereof among the Participants and such other records and data as the Energy Executive Committee of the Board of Participants deems necessary or appropriate. CCAOSC and the Manager shall maintain records and conduct operations of the Program based on a Fiscal Year beginning January 1 and ending December 31. If requested by the CCAOSC or the Manager, Auglaize County shall promptly provide CCAOSC or the Manager with a copy of any statements received by Auglaize County concerning consumption of natural gas by Auglaize County. CCAOSC shall own the records, and shall cause the Manager to deliver the same to CCAOSC upon request.

SECTION 6. WITHDRAWAL; RE-ENTRY.

A. Withdrawal. Auglaize County may withdraw from the program commencing any January 1, if it gives written notice by February 1 of the prior year and pays all amounts due under this Agreement or any applicable energy supply agreements. Upon the giving of proper notice and payment of all amounts due by Auglaize County, this Agreement shall terminate as to Auglaize County on December 31 of the last year for which payments have been made, without penalty or expense to Auglaize County except as to the costs associated with the financial difference between the value of any supply when initially contracted under the Program and the value of the supply obtained by the Supplier through the sale or modifications of any financial and contractual commitments as authorized under this Agreement. In the event of such termination and except as permitted hereunder, the Manager and/or CCAOSC will have all legal and equitable rights and remedies available under Ohio law against Auglaize County to pursue recovery of all amounts owed by Auglaize County hereunder.

B. Payment of Amounts Due. No withdrawal from this Program shall be effective unless and until the withdrawing Participant shall have paid in full all amounts due hereunder, including, without limitation, amounts that may be due for excess natural gas or electricity usage by the withdrawing Participant and determined by CCAOSC or the Manager pursuant to the provisions of this Agreement.

C. Effect of Non-Membership in CCAO. If Auglaize County ceases to be a member of the County Commissioners Association of Ohio, the Energy Executive Committee of the Board of Participants shall have the right, in its sole discretion, to permit Auglaize County to remain in the Program or to expel Auglaize County from the Program and to terminate Auglaize County's rights under this Agreement, effective as of the January 1 of the first year after Auglaize County is no longer a member of the County Commissioners Association of Ohio. The Energy Executive Committee may, but shall not be required to, afford Auglaize County a hearing before taking action pursuant to this subsection.

D. Re-Entry into Program. Upon withdrawal from the Program, Auglaize County may apply to become a Participant again; such application may be granted or denied by the Energy Executive Committee of the Board of Participants, on such terms and conditions for re-admittance as the Energy Executive Committee of the Board of Participants may set, in its sole discretion.

SECTION 7. AMENDMENTS. This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by CCAOSC and the Manager and by the governing bodies of at least two-thirds (2/3) of the Participants. No such modification, amendment or supplement shall be effective as to Auglaize County without the approval of Auglaize County's governing body.

SECTION 8. TERM OF THIS AGREEMENT. It is the express intention of Auglaize County that this Agreement shall continue for the Program Term listed in the various Exhibit(s) attached and included in this Agreement, subject to Auglaize County's right of withdrawal as provided in Section 6(A), but may be terminated as provided in Section 9.

SECTION 9. TERMINATION. In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn from the Program, the Board of Participants shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the energy supply contract(s), and this Agreement.

Notwithstanding the foregoing, if at any time during the term of this Agreement,

A. CCAOSC, the Program, the Manager, or any Participant shall become subject to or threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or

B. CCAOSC, this Program, the Manager, or any Participant shall be deemed or threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or

C. All of Auglaize County's various natural gas transportation, electric tariffs or other agreements with the distribution utilities are terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Participants, the Board of Participants may terminate this Agreement promptly by its majority vote.

SECTION 10. MISCELLANEOUS.

A. Anti-Discrimination Provision: Auglaize County warrants and agrees to the following:

1. That in the hiring of employees for the performance of work under the contract or any subcontract, Auglaize County shall not, by reason of race, color, religion, sex, sexual orientation, marital status, military status, veteran's status, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract relates; and

2. That neither Auglaize County nor any of its subcontractors or any person acting on behalf of Auglaize County shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, military status, veteran's status, age, disability, national origin, or ancestry.

B. Unresolved Findings for Recovery. Ohio Revised Code (O.R.C.) §9.24 prohibits counties from awarding a contract to a party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Agreement, CCAOSC and the Manager warrant that they are not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24.

C. Compliance with Laws. The Manager agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Agreement. The Manager will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the work specified in this Agreement.

D. <u>Workers' Compensation</u>. The Manager shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law.

E. <u>Audit of Records</u>. <u>Auglaize</u> County may, at its discretion, conduct a full audit of all transactions involving this Agreement subsequent to its conclusion or upon termination of this Agreement. At any time during normal business hours and as often as Auglaize County may deem necessary, the Manager shall make available to Auglaize County, for examination, all of its records with respect to all matters covered by this Agreement. Auglaize County may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

F. <u>Other</u>. This Agreement shall be construed under the laws of the State of Ohio. Any litigation between the Parties in connection with this Agreement shall be filed and pursued in the Common Pleas Court of Franklin County, 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.

<u>SECTION 11. COUNTERPARTS</u>. This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to CCAOSC a certified copy of the ordinance or resolution of its governing body authorizing execution of this Agreement.

<u>SECTION 12. NOTICES</u>. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that member of the Board of Participants or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

<u>SECTION 13. ASSIGNMENT.</u> Auglaize County acknowledges and agrees that CCAOSC shall have the right to assign all of its and/or the Manager's rights to payments and monies received or to be received from Auglaize County hereunder and any other rights, remedies and/or obligations hereunder to a third party including, without limitation, one or more trustees and paying agents as may be necessary or desirable to effectuate the Program, and Auglaize County hereby consents thereto.

<u>SECTION 14. ENTIRE AGREEMENT.</u> This Agreement, along with the executed Exhibits incorporated within, constitutes the entire understanding by and among the parties pertaining to the subject matter hereof, and supersedes and replaces all prior negotiations, documents, representations and agreements. This Agreement constitutes the entire agreement in this matter by and among the parties and may not be changed, modified, or altered except by a written instrument signed by the parties hereto or their authorized representatives.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Auglaize County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: ______________________________
Keith D. Blosser, Managing Director, Operations

COUNTY OF AUGLAIZE

Date of Adoption of Approving Ordinance or Resolution

By: ______________________________

Address:

Telecopy Number:

CCAOSC ENERGY SOLUTIONS

By: ______________________________

5577 Airport Highway, Suite 101
Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20___ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of Auglaize, Ohio

Dated: __________________, 20____

____

Exhibit A. Natural Gas Purchasing Program

This Exhibit A to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of _12/13/2018_, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of** Auglaize, a political subdivision of the State of Ohio ("Auglaize County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

SECTION 1. PROGRAM. The County has evaluated its interests and decided to join the CCAOSC Natural Gas Purchasing program which is detailed in this Exhibit.

SECTION 2. ADDITIONAL DEFINITIONS. The definitions listed in the base Participation Agreement continue in this Exhibit. The following definitions are added:

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than five (5) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company serving Auglaize County's facilities.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

SECTION 3. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

The provisions of this Section are subject to the provisions of Sections 6 and 8 of base Participation Agreement.

A. Purchase and Aggregation of Natural Gas. On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly natural gas consumption during the Program Term for Auglaize County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall aggregate all of the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the supplier(s) for such periods and pricing as determined by CCAOSC and the Manager; provided that such actions shall be in the best interests of the Participants. Auglaize County authorizes the Manager with approval of Energy Executive Committee to enter into the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

B. **Power of Attorney.** In order to facilitate the operation of the Program, Auglaize County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as part of Exhibit A to this Agreement.

C. **Payments by Participant.** Auglaize County agrees to pay to the supplier(s) its monthly gas costs within the allotted time frame permitted under the Gas Purchase Contract. This time frame will normally be 12 to 15 days after receipt of the invoice. Timely payment of all amounts owed to supplier(s) is essential to the Program. If Auglaize County fails to transmit timely payment to the Supplier(s) of any amount due, Auglaize County may, to the extent permitted by law, be charged interest on the overdue amount.

D. **Program Administrative Fees.** Included in the Supplier(s) gas costs paid by Auglaize County to the Supplier will be the Program Administrative Fee that shall be $0.20 per unit MCF (one thousand cubic feet) or Dekatherm (one million Btu) consumed by Auglaize County plus any other reasonable administrative costs such as legal costs approved by the Energy Executive Committee. The unit of measure shall be determined by the unit the customer's gas is typically purchased under. In the event the Supplier(s) refuses to include Program Administrative Fee in the gas costs invoiced to Participants, a separate invoice shall be issued by the Manager's Authorized Designee in the same per unit amount as included for other Participants'. Such separately invoiced Program Administrative Fee shall be paid by Auglaize County and is due to Manager within 30 days of invoice date.

E. **Sole Supplier.** During the Program Term, the Supplier(s) agrees to supply and Auglaize County agrees to purchase all of its gas requirements for participating facilities pursuant to the Gas Purchase Contract executed on behalf of Auglaize County. Auglaize County retains the right to purchase gas for non-participating facilities from others.

F. **Imbalances in Supply of Natural Gas.** It is understood that differences between the Participant Estimate and Auglaize County's actual consumption may occur ("Imbalance"). The Manager may make adjustment for Imbalances for Auglaize County and for all of the Participants, as a group taken as a whole.

In the event Auglaize County's monthly consumption exceeds its estimated consumption, such incremental use, when permitted under the Supplier(s) agreement, shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, the Manager shall use its best efforts to timely secure additional supplies from the Supplier(s), its designee, or LDC.

In the event Auglaize County's monthly consumption is less than estimated, Auglaize County shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver Auglaize County's nominated quantity, Manager may prorate quantities actually delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, arrange for the purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to Auglaize County, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated. Auglaize County shall retain all remedies available to it against the Supplier pursuant to the Gas Purchase Contract.

G. **Notice of Significant Change in Usage.** During the Program Term, Auglaize County may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. Auglaize County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural gas usage by ten percent (10%) or more per year for Auglaize County. Such notice requirement does not include variations due to weather.

H. **Arrangements with the LDC.** In the event that the LDC requires Auglaize County to enter into or Auglaize County negotiates a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, Auglaize County shall consult with CCAOSC and the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. CCAOSC and the Manager shall use their best efforts to assist Auglaize County in negotiating such agreement with the LDC. If CCAOSC and the Manager determine that the terms of the proposed agreement between Auglaize County and the LDC are consistent with the Program, Auglaize County shall cooperate with CCAOSC and the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Auglaize County shall perform all of its obligations under any such separate agreement with the LDC.

SECTION 4. RESTRICTION. It is understood and agreed, and CCAOSC, Auglaize County, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and Auglaize County are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or Auglaize County to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's "self-help guidelines" in PUCO Case No. 85-800-GA-001, as may be further amended or modified, and tariffs, rules and regulations of the LDC.

SECTION 5. PROGRAM TERM. The Initial Program Term of this Exhibit shall begin from the Effective Date of this Exhibit and will continue for a term of five (5) years from the Effective Date; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Auglaize County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: ______________________

COUNTY OF AUGLAIZE

Date of Adoption of Approving Ordinance or Resolution

By: Douglas A Spencer ______________________

____

Address:

Telecopy Number:

CCAOSC ENERGY SOLUTIONS

By: ______________________

5577 Airport Highway, Suite 101
Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20___ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of Auglaize, Ohio

Dated: ____________________, 20____

____

Power of Attorney and Agreement
CCAOSC Natural Gas Purchasing Program

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager, CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101 Toledo, Ohio 43615, as Attorney in fact to act, but only in a manner consistent with the terms of the Participation Agreement among the Participant, and CCAO Service Corporation, in the Participant's capacity to do every act consistent with the CCAOSC natural gas program that the Participant may legally do through an Attorney in fact, so it may join a CCAOSC natural gas program designed to purchase natural gas for use at the following described facility locations. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

____
Company Representative:
Auglaize

____
Company Name:

____
Address:

____
City: State: Zip

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSCES natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed three years in duration and the contracts are in the name of the Participant, with the express understanding that CCAOSCES shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Agreement.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's local distribution company (LDC). Participant authorizes CCAOSCES to insert and remove its gas account(s) from various gas supplier aggregation pools at CCAOSCES discretion. Participant hereby authorizes CCAOSCES to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other entities who are involved in the CCAOSCES program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant will give CCAOSCES, and its contracted service provider(s) access to any and all records (as reasonably requested). The Participant will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially effect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

______________________	CCAOSC Energy Solutions
Participant	Company
______________________	______________________
Signature, Title	Signature, Title
______________________	______________________
Date	Date
______________________	______________________
Printed Name, Title	Printed Name/Title

Exhibit B. Electricity Purchasing Program

This Exhibit B to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of 12/13/2018, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of Auglaize,** a political subdivision of the State of Ohio ("Auglaize County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

SECTION 1. PROGRAM. Auglaize County has evaluated its interests and decided to join the CCAOSC Electricity Purchasing program which is detailed in this Exhibit.

SECTION 2. ADDITIONAL DEFINITIONS. The definitions listed in the base Participation Agreement continue in this Exhibit.

"Electric Supply Agreement" means the Electricity Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than five (5) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"EDU" means the applicable local electric distribution utility company serving Participant's facilities.

SECTION 3. SUPPLY OF ELECTRICITY

A. Purchase of Electricity. On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly electricity consumption during the Program Term for Auglaize County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall utilize that information to estimate Auglaize County's quantity of electricity to be purchased (the "Quantity") and shall make the necessary arrangements for Auglaize County to purchase the Quantity from the Supplier(s)' for such periods and pricing as determined by the Manager; provided that such actions shall be in the best interests of the Participants.

B. Aggregation of Electricity. Upon agreement by the Board of Participants, this Program shall initiate an optional conversion from an individual Participant purchase process to an aggregated purchase process "Aggregation". If agreed by Auglaize County and the Board of Participants the Manager will aggregate the electricity purchases of the Aggregation Participants where it is anticipated to be practical and economically beneficial for Participants.

It is understood that differences between the Participant Estimate and the Auglaize County's actual consumption may occur. The Manager may make adjustment for differences between estimated and actual consumption for Auglaize County and for all of the Participants, as a group taken as a whole.

In the event Auglaize County's monthly consumption exceeds its estimated consumption, such incremental use shall first be secured from other Program Participants if such Participants have excess supplies and it is permitted under the supplier agreement(s). In the event other Participants have insufficient excess supplies, additional supplies shall be secured from the supplier(s), its designee, or EDU. Each Participant shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption.

In the event Auglaize County's monthly consumption is less than estimated, Auglaize County shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption plus, to the extent the supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash-out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

C. **Power of Attorney.** In order to facilitate the operation of the Program, Auglaize County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached to this Exhibit.

D. **Payments by Participant**. Auglaize County agrees to pay to the Supplier(s) all amounts legally owed within the allotted time frame permitted under the Electricity Supply Agreement. This time frame will normally be determined by the EDU standard payment terms unless supplier decides to bill separately. Timely payment of all amounts owed is essential to the Program. In the event supplier(s) takes legal action against Auglaize County to collect any amounts due under their supply agreement and attempts to involve CCAOSC or the Manager, to the extent permitted by law, Auglaize County agrees to pay all of CCAOSC's and the Manager's fees, costs and expenses (including reasonable legal fees to the extent permitted by law) incurred by CCAOSC and the Manager in connection therewith.

E. **Program Administrative Fees.** Included in the supplier(s) electricity costs paid by Auglaize County to the Supplier will be the Program Administrative Fee that shall be $0.001 per kWh (kilowatt-hour) consumed. In the event the Supplier(s) refuses to include Program Administrative Fee in the electric costs invoiced to Auglaize County, a separate invoice shall be issued in the same per unit amount as included in other Participants' multiplied by Auglaize County's consumption. Separately invoiced Program Administrative Fees shall be due to Manager within 30 days of invoice date.

F. **Sole Supplier**. During the Program Term, if the supplier(s) agrees to supply all of Auglaize County's electricity requirements for participating facilities pursuant to the supply agreement, Auglaize County agrees to purchase all of such requirements for any facilities included in the Program from the supplier(s).

G. **Notice of Material Change in Usage**. During the Program Term, Auglaize County may make material changes or additions to its physical facilities or experience closure of facilities, planned or unplanned. Auglaize County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease electricity usage by ten percent (10%) or more per year for Auglaize County.

H. Arrangements with the EDU. In the event that the EDU requires Auglaize County to enter into or Auglaize County negotiates a separate agreement with the EDU for the distribution of electricity to Auglaize County's facilities, Auglaize County shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC and the Manager determine that the terms of the proposed agreement between Auglaize County and the EDU are consistent with the Program, Auglaize County shall cooperate with CCAOSC and the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Auglaize County shall perform all of its obligations under any such separate agreement with the EDU.

SECTION 4. PROGRAM SERVICES.

A. **Manager Services**. Manager shall assist Auglaize County in various electricity cost reduction and control efforts such as securing proposals for electricity supplies to serve Auglaize County's various facilities. Manager shall also periodically evaluate the EDU rates charged to Auglaize County; provide recommendations on various purchase mechanisms regarding term, methodology (e.g. fixed, float, on-peak/off-peak) and other forms of pricing for electricity supplies.

B. **Letter of Exclusive Authorization**. Upon request, Auglaize County shall execute a letter of exclusive authorization ("LOE") on its letterhead for use by the Manager. This LOE provides the Manager the authority to execute any letters of authorization necessary to securing pricing from various potential suppliers, obtain billing, rate, demand, use, load profile, PLC's, interval and all other information from the EDU necessary to obtain electric supply pricing for Auglaize County's consideration. This Agreement also provides the Manager authority to request any same information from the existing supplier(s) that it would otherwise obtain from the EDU including but not limited to use, demand, interval data, contracts, PLC's, load profile and EDU rate codes.

C. **Participant Discretion**. Any contract for electricity supplies shall be at the discretion and approval of Auglaize County unless Auglaize County specifically authorizes CCAOSC or Manager to execute the agreement as Agent or Attorney-in-Fact. However, if the Program initiates Section 4B of this Exhibit and the Participant elects to join the Aggregation under Section 4B this provision is subordinate to that Section.

SECTION 5. PROGRAM TERM. The Initial Program Term of this Exhibit shall begin from the Effective Date of this Exhibit and will continue for a term of five (5) years from the Effective Date; provided that if the Electric Supply Agreement with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Electric Supply Agreement. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Auglaize County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: ______________________

COUNTY OF AUGLAIZE

Date of Adoption of Approving Ordinance or Resolution

By: ______________________

____

Address:

Telecopy Number:

CCAOSC ENERGY SOLUTIONS

By: ______________________

5577 Airport Highway, Suite 101
Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20___ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of Auglaize, Ohio

Dated: ________________, 20___

____

Power of Attorney and Agreement
CCAOSC Electricity Purchasing Program

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager's Authorized Designee CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway Toledo, Ohio 43604, as Attorney in fact to act in the Participant's capacity to do every act that the Participant may legally do through an Attorney in fact, so it may join an CCAOSC electricity purchasing program designed to purchase electricity to the following described. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

Company Representative:		
Company Name:		
Address:		
City:	State:	Zip:

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSC electricity purchasing program and in the name of the Participant execute all relevant documents such as letters of authorization, documents with the EDC necessary to implement the Program provided such contracts do not exceed three years in duration and the contracts are in the name of the Participant, with the express understanding that CCAOSCES shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Agreement.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's electric distribution utility (EDU). Participant authorizes CCAOSCES to insert and remove its account(s) from various supplier aggregation pools at CCAOSCES discretion. Participant hereby authorizes CCAOSCES to execute EDU agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant understands and agrees that its electric requirements may be grouped together with other entities who are involved in the CCAOSC program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The

Participant will give CCAOSCES, and its contracted service provider(s) access to any and all records (as reasonably requested). The Participant will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially effect this usage data, including but not limited to opening or closing of facilities, self-generation, damage to existing facilities and conversion to or away from electricity as an energy source.

____
Participant

____
Signature, Title

____
Date

Exhibit C. Electric Aggregation Purchasing Program

This Exhibit C to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of 12/13/2018, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of Auglaize,** a political subdivision of the State of Ohio (" Auglaize County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

SECTION 1. PROGRAM. Auglaize County has evaluated its interests and decided to join the CCAOSC Electricity Aggregation Purchasing program which is detailed in this Exhibit.

SECTION 2. ADDITIONAL DEFINITIONS. The definitions listed in the base Participation Agreement continue in this Exhibit.

"Member" means any residential or non-mercantile commercial consumer that decides to participate in Auglaize County's electric governmental aggregation.

"Supply Agreement" means the Electricity Supply or Purchase Agreement(s) between a Supplier, Participants and the members of the opt-out governmental aggregation, effective for a period of not more than five (5) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"EDU" means the applicable local electric distribution utility company serving Auglaize County's facilities.

"Program" in this Exhibit means the Opt-out Governmental Aggregation Electricity Purchase Program of CCAOSC.

SECTION 3. SUPPLY OF ELECTRICITY

A. Purchase of Electricity. On or about the date hereof, an authorized estimator for each Participant shall work with the CCAOSC or Manager to estimate the number of Members likely to participate in during the Program Term (the "Member Estimate"). CCAOSC or Manager shall estimate the quantity of electricity to be purchased by the Members (the "Quantity") and shall make issue RFP to secure pricing for Auglaize County's Members to be offered from various supplier(s)'.

B. Aggregation of Electricity. Upon agreement by the Board of Participants, this Program shall initiate an optional conversion from an individual Participant aggregation process to combining multiple Participants aggregations "Aggregation". If agreed by Auglaize County and the Board of Participants, Manager will aggregate the Members from multiple Participants where it is anticipated to be practical and economically beneficial for Participants and the Members.

C. No Liabilities of Participant. Auglaize County understands that by operating the Program it shall not be financially responsible to pay for the Member's cost of electricity, generation capacity and other costs attributable to securing their actual electricity consumption. This shall remain the individual Member's responsibility.

D. Program Administrative Fees. Included in the supplier(s) electricity costs paid by Auglaize County's Members to the Supplier will be the Program Administrative Fees that shall be $0.00045 per kWh (kilowatt-hour).

E. Sole Supplier. During the Program Term, the supplier(s) and Members agree that while participating in the Program the supplier(s) shall supply all of the Members' electricity requirements at the EDU metering point pursuant to the Supply Agreement between the Supplier and the Member and the opt-out terms and conditions agreed to by the Members through that process.

F. Notice of Significant Change in Membership. During the Program Term, Auglaize County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease the number of Members by ten percent (10%) or more per year.

G. Arrangements with the EDU. During the Program Term, Auglaize County shall perform all of its obligations under any such separate agreement with the EDU.

SECTION 4. PROGRAM SERVICES.

A. Manager Services. Manager shall assist Auglaize County in various electricity governmental aggregation efforts such as public meetings to explain the Program to Members and potential Members, securing proposals for electricity supplies to serve the Members, maintaining the required State Certifications to operate the Program, paying the annual fees associated with the operation of the Program from the Public Utilities Commission of Ohio and the Ohio Consumers Counsel provided these charges remain nominal relative to the payments provided by the Program Administrative Charges of Auglaize County's Members. Manager shall also periodically provide recommendations on various purchase mechanisms regarding term, methodology (e.g. fixed, float, percentage off, on-peak/off-peak) and other forms of pricing for electricity supplies.

B. Letter of Exclusive Authorization. Upon request, Auglaize County shall execute a letter of exclusive authorization ("LOE") on its letterhead for use by the Manager. This LOE provides the Manager the authority to execute any letters of authorization necessary to securing pricing from various potential suppliers, obtain billing, rate, demand, use, load profile, PLC's, interval and all other information from the EDU necessary to obtain electric supply pricing for Auglaize County's consideration. This Agreement also provides the Manager authority to request any same information from the existing supplier(s) that it would otherwise obtain from the EDU including but not limited to use, demand, interval data, contracts, PLC's, load profile and EDU rate codes.

C. **Power of Attorney.** In order to facilitate the operation of the Program, Auglaize County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as to this Exhibit.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Auglaize County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: ______________________

COUNTY OF AUGLAIZE

By: Douglas A Spencer ______________________

Address:

Telecopy Number:

Date of Adoption of Approving Ordinance or Resolution

____

CCAOSC ENERGY SOLUTIONS

By: ______________________

5577 Airport Highway, Suite 101
Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20___ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of Auglaize, Ohio

Dated: ____________________, 20____

____

Limited Power of Attorney and Agreement
CCAOSC Electricity Purchasing Program Only

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager's Authorized Designee, CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101, Toledo, Ohio 43615, as Attorney in fact to act in the Participant's capacity to do every act that the Participant may legally do through an Attorney in fact, so it may join an CCAOSC opt-out governmental aggregation electricity purchasing program designed to purchase electricity to the following described. Participant acknowledges that this program will benefit the CCAOSC.

<u>Facility Location(s): Attach additional sheets for multiple locations to back</u>

Company Representative:		
Company Name:		
Address:		
City:	State:	Zip:

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSC opt-out governmental aggregation electricity purchasing program and in the name of the Participant execute all relevant documents such as letters of authorization and documents with the electric distribution utility (EDU) necessary to implement the Program provided such contracts do not exceed three years in duration and the contracts are in the name of the Participant, with the express understanding that CCAOSCES shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Agreement.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's or potential Members' EDU.

By executing this Limited Power of Attorney and Agreement, Participant's opt-out governmental aggregation electricity purchasing program may be grouped together with other entities who are involved in the CCAOSC program.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant will give CCAOSCES, and its contracted service provider(s) access to any and all records (as reasonably requested). The Participant will immediately notify the CCAOSC, Manager and CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially affect the number of members participating in this Program.

____
Participant

____
Signature, Title

____
Date

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-510

IN THE MATTER OF AUTHORIZING THE AUGLAIZE COUNTY JOB & FAMILY SERVICES DIRECTOR TO SIGN THE MASTER SERVICES AGREEMENT BETWEEN JOBSOHIO AND AREA 8 WORKFORCE DEVELOPMENT BOARD.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, a Master Services Agreement, effective as of July 1, 2018 (the "Effective Date"), is made and entered into by and between JobsOhio, an Ohio nonprofit corporation, having its principal place of business at 41 S. High Street, Suite 1500, Columbus, Ohio 43215 ("JobsOhio") and the Area 8 Workforce Development Board, through its fiscal agent, Mercer County Board of Commissioners, having its principal place of business at 220 W. Livingston Street, Room B272, Celina, Ohio 45822 ("Workforce Services Administrator") and the following four county departments of Job & Family Services: Auglaize County, Hardin County, Mercer County and Van Wert County ("Service Provider" or "Service Provider(s)"). This Master Services Agreement and each State of Work (as defined below) are sometimes referred to collectively as the "Agreement." JobsOhio, the Workforce Services Administrator and the Service Provider(s) are sometimes collectively referred to as "parties", or "separately as a "party"; and,

WHEREAS, JobsOhio's mission is to drive job creation and new capital investment in Ohio through business attraction, retention and expansion efforts; and,

WHEREAS, Jobs Ohio desires to contract and collaborate with various talent and workforce development delivery entities to leverage their expertise in support of JobsOhio-designated client companies (its "Client" or "Clients") in the areas of candidate assessments, customized learning and development solutions, talent sourcing, pre-screening talent and marketing efforts in order to both attract and retain a skilled workforce for these Clients; and,

WHEREAS, the term of this Agreement commences on the Effective Date and continues in effect through December 31, 2020 (the "Term"). The term of each SOW shall be as indicated therein, which term may be extended upon the parties' mutual written agreement.

THEREFORE, BE IT RESOLVED, that this Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorizes the Job & Family Services Director Mike Morrow to sign the Master Services Agreement.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N Bergman, Yes
John N. Bergman

cc: ACDJFS, Mike Morrow
Mercer County Commissioners
Hardin County Commissioners
Van Wert County Commissioners
JobsOhio
Area 8 Workforce Development Board

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-512

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.
****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

Handgun License Fund:

Amount:	From:	To:
$ 2,500.00	020.0020.530400 (Equipment)	020.0020.530600 (Contract Services)

Airport Rotary Fund:

Amount:	From:	To:
$ 122.98	076.0076.536700 (PERS)	076.0076.536400 (Workers Comp)

Recorder's Fund:

Amount:	From:	To:
$ 4,000.00	025.0025.530600 (Contract Services)	025.0025.530400 (Equipment)

Microfilm Office Fund:

Amount:	From:	To:
$ 262.55	001.0102.530600 (Contract Services)	001.0102.530400 (Equipment)
$ 2,000.00	001.0102.530300 (Supplies	001.0102.530400 (Equipment)

Recorder Fund:

Amount:	From:	To:
$ 1,211.41	001.0602.536700 (PERS)	001.0602.530400 (Equipment)
$ 1,712.64	001.0602.536400 (Worker's Comp)	001.0602.530400 (Equipment)
$ 355.70	001.0602.530700 (Travel)	001.0602.530400 (Equipment)
$ 457.70	001.0602.510200 (Salary)	001.0602.530400 (Equipment)

County-Wide Emergency Management Cooperative Fund:

Amount:	From:	To:
$ 104.00	090.0090.536400 (Workers Comp)	090.0090.530400 (Equipment)
$ 22.03	090.0090.536400 (Workers Comp)	090.0090.536700 (PERS)

Buildings & Grounds Fund – General Fund:

Amount:	From:	To:
$ 635.00	001.0402.536400 (Workers Comp)	001.0401.530400 (Equipment)
$ 3,000.00	001.0402.536400 (Workers Comp)	001.0402.530400 (Equipment)

Board of DD Fund:

Amount:	From:	To:
$ 7,500.00	019.0019.530600 (Contract Services)	019.0019.530700 (Travel)

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

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: County Auditor
Sheriff
Airport
Recorder
EMA
County Administrator
DD Board

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-513

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A BOOKEYE 4 PROFESSIONAL COLOR SCANNER FOR THE AUGLAIZE COUNTY FROM PRIORITY ENGINEERING.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, County Administrator, Erica Preston, solicited a quote from Priority Engineering and requested permission to move forward with the attached quote from Priority Engineering for the purchase of a Bookeye 4 Professional Color Scanner in the amount of $40,750.00; and,

WHEREAS, the Recorder Emily Schlenker was contacted concerning the purchase and will commit $10,000.00 for the purchase of the Bookeye 4 Professional color book scanner.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Administrator, Erica L. Preston, to proceed with the purchase of the Bookeye 4 Professional Color Scanner with the funds of $30,750.00 being used out of the General Fund – Equipment Fund 001.0402.530400 and $10,000.00 being used out of the Recorder's – Equipment Fund 001.0602.53400.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes

Don Regula, yes

John N. Bergman, yes

cc: Recorder

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18.514

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED FOR THE AUGLAIZE COUNTY BOARD OF DD CAPITAL PROJECTS FUND.
****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2018, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2018 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, Todd R. Busse, Director of Business & Finance for the Auglaize County Board of Developmental Disabilities has requested an adjustment to the Annual Appropriation with moneys that were certified and unappropriated in the 2018 Board of DD (040) budget.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize an amendment to the 2018 Annual Appropriation for DD Capital Projects Fund appropriation as follows:

Increase 040.0040.530600 (Contract Services) by $87,400.00.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N Bergman, yes
John N. Bergman

cc: County Auditor
Board of DD – Todd Busse
County Administrator

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-515

IN THE MATTER OF ADOPTING THE AUGLAIZE COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Office of Homeland Security and Emergency Management desires to be compliant with the FEMA Multi-Jurisdictional Natural Hazards Mitigation Plan requires that a Natural Hazards Mitigation Plan be developed in order that the participating Auglaize County communities and townships will be eligible for future pre-disaster and post-disaster mitigation program funds (i.e. Hazard Mitigation Grant Program, Flood Mitigation Assistance Program, etc.); and,

WHEREAS, the Auglaize County Emergency Management Agency established the Auglaize County Natural Hazards Planning Committee and they have, through an organized planning process, identified local problems and mitigation activities to help reduce hazards, damages, and loss of life during a natural hazard event. Said Plan is on file at the office of the Auglaize County Emergency Management Agency and is hereby formally adopted; and,

WHEREAS, the Auglaize County Multi-Jurisdictional Natural Hazards Mitigation Plan is hereby implemented and must be monitored, evaluated, and updated on an annual basis. The Auglaize County Emergency Management Agency will be the public authority to promote and oversee the continued maintenance of said Plan as a standalone plan; and,

WHEREAS, by the adoption of the Resolution dated February 25, 1993, authorizing the formation of the Auglaize County Emergency Management Cooperative, the Auglaize County Office of Homeland Security and Emergency Management has entered into an agreement, the manner provided by law, under the Ohio Revised Code, as amended, and has the power to coordinate and unify the comprehensive Emergency Management activities of the participants, thereof, including the various municipal corporations and townships of Auglaize County, Ohio.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby adopt the FEMA approved Multi-Jurisdictional Natural Hazard Mitigation Plan which shall be in effect and in force from and after its passage by the Commissioners of Auglaize County, and its adoption by the respective legislative bodies of the majority of the other Political Subdivision of Auglaize County.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes

Don Regula, yes

John N. Bergman, yes

cc: Auglaize County HS & EMA

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-516

IN THE MATTER OF APPROVING THE HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH STATE OF OHIO, DEVLOPMENT SERVICES AGENCY; RATIFYING THE EXECUTION OF THE AGREEMENT BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has participated in the State of Ohio, Development Services Agency, Office of Community Development, Community Development Block Grant Programs and the HOME Investment Partnerships Programs for the State of Ohio for many years; and,

WHEREAS, funds have been derived from the CDBG Community Housing Improvement Program (CHIP) and HOME funds which are included in the Housing Revolving Loan Fund; and,

WHEREAS, the Development Services Agency wishes to enter into an agreement with Auglaize County Board of County Commissioners for the Administration of the Housing Revolving Loan Fund; and,

WHEREAS, the term of this agreement if from January 1, 2019 through December 31, 2021; and,

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Housing Revolving Loan Fund Administration Agreement between the Auglaize County Board of County Commissioners and the State of Ohio, Development Services Agency as mentioned above; and,

BE IT FURTHER RESOLVED that the Board authorizes the President of the Board, Douglas A. Spencer, to execute the Agreement.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Poggemeyer Design Group – Gayle Flaczynski
State of Ohio, ODSA, Stephanie Miller

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency,** located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the Auglaize County Board of Commissioners, located at 209 S Blackhoof St Wapakoneta, OH 45895-1972 with F.T.I. Number: FTI 346400073 (the "Grantee"), and shall be effective beginning **January 1, 2019** (the "Effective Date") and terminate **December 31, 2021** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.
   i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.
   ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant. If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. Termination.

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.

iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. Adherence to State and Federal Laws, Regulations.

a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: Auglaize County Board of Commissioners

Address: 209 S Blackhoof St RM 201

City, State, Zip: Wapakoneta OH, 45895-1972

Attention: ______________________

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

Auglaize County Board of Commissioners

Douglas Spencer, President

By: ______________________

Printed Name: Douglas A. Spencer

Title: President, Auglaize County Board of Commissioners

Date: December 13, 2018

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

County Commissioners Office
Auglaize County, Ohio
December 13, 2018

NO. 18-517

IN THE MATTER OF AUTHORIZING A SALT BUILDING FOR USE BY THE AUGLAIZE COUNTY HIGHWAY DEPARTMENT TO BE PURCHASED THROUGH THE SOURCEWELL PURCHASING SYSTEM.

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of December, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, through the Sourcewell purchasing system program in accordance with §9.48, authorizes a political subdivision to participate in a joint purchasing program operated by or through a national or state association of political subdivision in which the purchasing political subdivision is eligible for membership and the Board's Resolution #18-456 – Auglaize County #40420; and,

WHEREAS, the salt building is available through the Sourcewell, Contract #030117-CSS; and,

WHEREAS, the following quote was requested and received to purchase at a cost of $43,462.00:

Clear Spam Fabric Structures International, 1395 John Fitch Blvd., South Windsor, CT 06074
Commercial Proposal: Auglaize County Highway Dept, 1014 S. Blackhoof Street, Wapakoneta, Ohio 45895

- 54W Rd by 75L truss building 18' OC $22,437.00;
- 54W rear end wall enclosed $ 3,059.00;
- 54 W front end wall with door frame $ 3,059.00;
- Flame retardant material $ 5,290.00;
- Stamped engineered drawing building $ 2,000.00;
- Site Supervisor per week $ 6,000.00;
- Freight $ 1,617.00;

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Engineer Douglas Reinhart to proceed with the purchase of the salt building for the Auglaize County Highway Department to be made through the Sourcewell Purchasing System Program with the funds being used out of the Permanent Improvement Fund –041.041.550100 for $43,462.00.

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

Adopted this
13th day of
December, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

cc: Engineer
Auditor

Date: December 13, 2018

In the matter of} THE MERCER COUNTY COMMISSIONERS CERTIFYING TO THE COUNTY AUDITORS A REVISED PERMANENT BASE OF MAINTENANCE ASSESSMENT FOR GARWOOD DITCH #86-96 AND KYLE PRAIRIE #90-99

The Joint Boards of County Commissioners of Auglaize, Mercer, and Van Wert County, Ohio met in regular session on the 13th day of December, 2018 via conference call. The following members were present: Auglaize County: Don Regula, John Bergman, and Douglas Spencer; Mercer County: Rick Muhlenkamp, Greg Homan, and Jerry Laffin; Van Wert County: Stan Owens, Thad Lichtensteiger, and Todd Wolfrum.

RECORD OF PROCEEDINGS

WHEREAS, on November 1, 2018, the Joint Boards of County Commissioners adopted Resolutions changing the Permanent Base of Maintenance Assessment for Kyle Prairie Ditch #90-99 and Garwood Group SCS Ditch #86-96 respectively;

WHEREAS, all property owners within the Kyle Prairie Ditch #90-99 and Garwood Group SCS Ditch #86-96 watersheds were notified of the change in the Permanent Base of Maintenance Assessment and of the hearing on the same; and

WHEREAS, at the public hearing held on November 29, 2018, there were no testimonials either for or opposed to the re-evaluation of Base of Maintenance Assessment for said ditches.

WHEREAS, the Joint Boards of County Commissioners have considered all testimonies, facts and conditions pertaining to said matter. Now, therefore

In the matter of Kyle Prairie Ditch #90-99}

Commissioner _______ moved the adoption of the following

Resolution

BE IT RESOLVED, by the Joint Board of County Commissioners that

1) The Joint Board finds that the New Permanent Base Assessment of Kyle Prairie Ditch #90-99 will enable the Engineer to serve the public convenience and welfare;

2) The Board hereby certifies to each county auditor of interest in the Kyle Prairie Ditch #90-99 the changes in the permanent base of maintenance assessment as prepared by the Mercer County Engineer and made a part hereof as Exhibit A.

Mr. _________ seconded the resolution and the roll being called upon its adoption the vote resulted as follows:

Auglaize County:

Douglas Spencer, Yes	John Bergman, Yes	Don Regula, Yes

Mercer County:

Rick Muhlenkamp, Yes	Greg Homan, Yes	Jerry Laffin, Yes

Van Wert County:

Thad Lichtensteiger, Yes	Stan Owens, Yes	Todd Wolfrum, Yes

Date: December 13, 2018

In the matter of} THE MERCER COUNTY COMMISSIONERS CERTIFYING TO THE COUNTY AUDITORS A REVISED PERMANENT BASE OF MAINTENANCE ASSESSMENT FOR GARWOOD DITCH #86-96 AND KYLE PRAIRIE #90-99

In the matter of Garwood Group SCS Ditch #86-96}

Commissioner __________ moved the adoption of the following

Resolution

BE IT RESOLVED, by the Joint Board of County Commissioners that

1) The Joint Board finds that the New Permanent Base Assessment of Garwood Group SCS Ditch #86-96 will enable the Engineer to serve the public convenience and welfare;

2) The Board hereby certifies to each county auditor of interest in the Garwood Group Ditch #86-96 the changes in the permanent base of maintenance assessment as prepared by the Mercer County Engineer and made a part hereof as Exhibit B.

Mr. ________ seconded the resolution and the roll being called upon its adoption the vote resulted as follows:

Auglaize County:

____________________	____________________, abstain	____________________
Douglas Spencer, Yes	John Bergman	Don Regula, Yes

Mercer County:

____________________	____________________	____________________
Rick Muhlenkamp, Yes	Greg Homan, Yes	Jerry Laffin, Yes

ATTEST:

____

Clerk of the Board

cc: Engineer
Auditor