

IN THE MATTER OF APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR REPRESENTATION OF THE COUNTY SHERIFF BY THE OFFICE OF THE CUYAHOGA COUNTY PROSECUTING ATTORNEY IN DOE V. DANN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, Sheriff Allen F. Solomon has been named in a lawsuit involving all eighty-eight County Sheriffs who have each been sued in their official capacity as defendants in *Doe V. Dann*, Case No. 1:08CV0220 (N.D. Ohio) relating to Ohio's version of the "Adam Walsh Act"; and,

WHEREAS, Cuyahoga County Prosecuting Attorney has agreed to represent, in this lawsuit, all County Sheriff's who have entered into a Memorandum of Understanding for said representation; and,

WHEREAS, Sheriff Solomon wishes to accept this representation being offered by the Cuyahoga County Prosecuting Attorney, requesting that the Board of County Commissioners authorize his entering into this Memorandum of Understanding with the Office of the Cuyahoga County Prosecuting Attorney.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the Memorandum of Understanding for the representation of Auglaize County Sheriff Allen F. Solomon by the Cuyahoga County Prosecuting Attorney in the lawsuit of *Doe v. Dann*; and,

BE IT FURTHER RESOLVED that said Board does ratify the execution of said Memorandum of Understanding in support of the Auglaize County Sheriff and this authorized representation.

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

Adopted this
26th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Ivo J. Kramer, Yes
Ivo J. Kramer

cc: ✓ Sheriff Allen F. Solomon
✓ Prosecuting Attorney Ed Pierce

**MEMORANDUM OF UNDERSTANDING FOR
JOINT REPRESENTATION BY THE OFFICE OF THE
CUYAHOGA COUNTY PROSECUTING ATTORNEY IN *DOE v. DANN***

This document constitutes an agreed Memorandum of Understanding (“Agreement”) made by and between the Office of the Cuyahoga County Prosecuting Attorney (“CCPA”) and the sheriffs (“Sheriffs”) and the prosecuting attorneys (“Prosecuting Attorneys”) for one or more Ohio counties, which are specified below, under which the CCPA will jointly represent both Gerald McFaul, Cuyahoga County Sheriff , as well as the undersigned, and the individual sheriffs who have each been sued in their official capacity as defendants in *Doe v. Dann*, Case No. 1:08CV0220 (N.D. Ohio), which lawsuit challenges the validity, implementation, and/or enforcement of Ohio’s version of “the Adam Walsh Act” (codified in Chapter 2950. of the Ohio Revised Code).

This Agreement is made effective as of date on which the last signature to this Agreement is executed.

I. Parties

Pursuant to Section 309.09 of the Ohio Revised Code, the Prosecuting Attorney for each Ohio county serves as the legal adviser for the sheriff of the same county.

The parties to this Agreement are the CCPA, the County Sheriffs and the Prosecuting Attorneys for their respective counties. The parties to this Agreement are collectively referred to as “the Parties.” This Agreement may be executed jointly in one document or in several counterparts.

II. Statement of Intent

The Parties and their clients have a common interest in preserving the validity, implementation, and/or enforcement of Ohio’s version of the “Adam Walsh Act.” Accordingly,

the intent of this Agreement is to provide the terms and conditions under which the CCPA will jointly represent Cuyahoga County Sheriff McFaul and the County Sheriffs of those counties who are signatories to this agreement.

III. Responsibilities of the Parties

A. Pursuant to this Agreement the CCPA shall represent all signatory County Sheriffs in *Doe v. Dann*, Case No. 1:08CV0220 (N.D. Ohio). The CCPA's responsibilities shall include, without limitation, preparing motions, briefs and other court filings; conducting and responding to discovery requests; preparing and examining witnesses, if necessary, and attending court conferences, hearings and trial. The CCPA shall act as lead counsel on behalf of each County Sheriff who is party to this Agreement, and shall exercise exclusive discretion in all matters of litigation strategy.

B. Pursuant to this Agreement, each County Sheriff's responsibilities shall include, without limitation, gathering documents and obtaining information necessary to the preparation of an effective defense, and cooperating in all aspects of litigation.

C. Cooperation of Parties. The parties to this Agreement shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to reach decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

D. Sharing of Information. The parties to this Agreement recognize that one purpose of this Agreement is to facilitate a joint defense by allowing for the flow of information among and between each Defendant County Sheriff and the office of the CCPA. Documents and other tangible items exchanged pursuant to this Agreement shall be designated "Joint Defense Material" and will be labeled in such a manner as to identify the client disclosing the information. The parties recognize, however, that under some circumstances, information

known to one or more Defendant County Sheriff may not be shared with Defendant County Sheriffs or the Office of the CCPA.

E. Withdrawal of Parties. Any party to this Agreement may withdraw from the Agreement upon 72 hours written notice to all other parties, and such withdrawal shall be effective 72 hours after all parties receive such notice. In the case of withdrawal of any Defendant County Sheriff, the Agreement shall no longer be operative as to the withdrawing party, but shall continue to protect all communications and information covered by this Agreement and disclosed to or by the withdrawing party prior to the party's notification of withdrawal. A withdrawing party shall provide 72 hours written notice to the Office of the CCPA, and, in addition shall provide immediate notice to the remaining parties of the receipt of any subpoena or other legal process seeking disclosure of any documents or other information protected by this Agreement in order to enable the parties to seek an appropriate protective order. Upon demand, a withdrawing party shall immediately return all joint defense materials and copies thereof.

F. Confidentiality of Communications. Any communications between or among the parties to this Agreement concerning the above-described litigation, including but not limited to work product, conversations, documents, interview memoranda, and other communications, shall be treated as confidential and protected from disclosure to any third party by the attorney-client privileges of the Defendant County Sheriffs, the work product privileges protecting the work of the Office of the CCPA, and any other privilege that may apply.

Any information obtained by the parties to this Agreement by viewing any material exchanged pursuant to this Agreement, or by attending any meetings or witness interviews convened pursuant to this Agreement, shall likewise be treated as confidential and protected

from disclosure to any third party by the attorney-client privileges of the Defendant County Sheriffs, the work product privileges protecting the work of Office of the CCPA, and any other privilege that may apply.

The parties intend and agree that all material shared and communications exchanged by the Defendant County Sheriff and the Office of the CCPA in furtherance of this Agreement shall be protected pursuant to the joint defense doctrine recognized in such cases as *United States v. Evans*, 113 F.3d 1457 (7th Cir. 1997).

None of the information obtained by the Office of the CCPA or the Defendant County Sheriff pursuant to this Agreement shall be disclosed to third parties without the consent of the Office of the CCPA (obtained from his client) who disclosed the information in the first instance, except as required by state or federal law.

As in the case of withdrawing parties above, any party who receives any subpoena or other legal process seeking disclosure of any documents or other information protected by this Agreement shall immediately notify the other parties in order to enable all parties to seek an appropriate protective order. Any party who is dismissed from or compromises any of the above-described litigation shall continue to protect the confidentiality of all information and communications pursuant to the terms of this Agreement, and shall, upon demand, immediately return all joint defense materials and copies thereof.

G. Confidentiality of Agreement. This Agreement is deemed confidential and shall not be disclosed by the parties to this Agreement except as is reasonably necessary to support a claim of privilege or as otherwise required by law.

H. Cross-Examination. The parties agree that in the event that any of the Defendant County Sheriffs or their respective employees testify at trial or other proceedings, the Office of

the CCPA representing the other clients shall not be disqualified from cross-examining the testifying witness on the grounds that the Office of the CCPA is privy to attorney-client communication or other information obtained pursuant to his Agreement, provided that the cross-examining attorney shall not examine the party witness in such a manner as to elicit testimony concerning joint defense communications or other privileged communications or materials protected from disclosure by this Agreement.

I. Notice of Breach or Required Disclosure. In the event that a party to this Agreement learns of an anticipated or actual breach of the Agreement, such party shall immediately provide immediate written notice to the other parties, including the identification of the breaching party and the nature of the breach. Should a party determine that disclosure of a document or other material protected by this Agreement is required by law, such party shall immediately provide written notice of that fact to the other parties, including a description of the material to be disclosed.

J. Modification of Agreement. This Agreement may be modified hereafter in writing upon consent of all of the parties hereto.

K. Applicable Law. This Agreement shall be enforced and interpreted pursuant to the laws of the State of Ohio.

L. Confidentiality. The scope of confidentiality of communication between attorney and client and the scope of the work-product doctrine shall apply to the fullest extent permitted by law with respect to any and all information to the Agreement that the parties exchange to advance their common interest in defending *Doe v. Dann*. Accordingly, each party agrees to maintain the confidentiality and privilege that attaches to such information to the extent

permitted by law, and each party shall continue to do so after the termination of its participation in this Agreement.

IV. Allocation of Costs/Fees/Judgment Amounts

A. In the event that the court awards a monetary judgment, attorney fees or costs in this matter, including but not limited to, attorneys' fees, in favor of an opposing party and against one or more of the parties to this Agreement, each party to the Agreement agrees to pay a *pro rata* share of that award, as follows: costs will be assessed against each County Sheriff on a *pro rata* basis, in a proportion equal to a fraction, the numerator of which shall be the total number of sex offenders in the plaintiff class that reside in that County Sheriff's particular county, and the denominator of which shall be the total number of members of the plaintiff class who reside in all counties combined who are members of the Plaintiff class to this Agreement. If no Plaintiffs' class is certified, the foregoing fractions shall be determined by the CCPA with referenced to the best data available regarding the residence of sex offenders in this state.

The parties to this Agreement each represent that the necessary funds are or will be available and lawfully appropriated.

B. Each party will also be responsible for costs associated with defending this suit, including, but not limited to, copying fees, postage, and all other miscellaneous fees associated therewith and will be apportioned in accordance with the preceding subsection.

V. Entire Agreement

This Agreement constitutes the entire understanding between the parties. This agreement may not be modified or amended except by a written agreement signed by all of the parties. No oral modification or waiver of any of the provisions of this Agreement shall be given effect. This Agreement shall be construed under the laws of the State of Ohio and, whenever possible,

shall be construed in a manner that complies with the laws of the State of Ohio. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors.

VI. Duration

This Agreement is made effective as of as of date on which the last signature to this Agreement is executed. Any party may terminate its participation in this Agreement for any reason whatsoever upon giving 72 hours written notice (via e-mail, mail, hand-delivery, facsimile transmission and/or courier) from the terminating party's signatory to the CCPA and to the remaining parties, provided that the terminating party shall nevertheless be responsible for its *pro rata* share (as determined in Article IV), of any costs, fees and damages incurred up until and including the date of termination.

VII. Severability

If any provision of this Memorandum of Understanding is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Memorandum of Understanding shall remain in full force and effect unless the invalidity or unenforceability of other provisions renders it unreasonable to proceed in their absence.

VIII. Non-Waiver

The waiver by either party of any breach of any term, covenant or condition contained in this Memorandum of Understanding shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.

AGREED TO AND EXECUTED BY:

By: _____
Michael O'Malley
First Assistant Prosecuting Attorney
Cuyahoga County Prosecuting Attorney

DATE

COUNTY PROSECUTOR

Street Address

City, State

SIGNATURE

DATE

Allen F. Solomon

COUNTY SHERIFF

1051 Beachcroft Ave PO Box 26

Street Address

Wapakoneta, OH 45895

City, State

Sheriff Allen F. Solomon

SIGNATURE

2/26/08

DATE

BOARD OF AUGLAIZE COUNTY COMMISSIONERS

John N. Bergman

John N. Bergman, President

Douglas A. Spencer

Douglas A. Spencer, Vice President

Ivo J. Kramer

Ivo J. Kramer, Member

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM THE KAH SANITARY SEWER FUND TO THE COUNTY GENERAL FUND.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 26th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive the following correspondence from County Auditor Janet Schuler:

As you know at the time of the Kah Sanitary Sewer the County General Fund paid \$29,552.45 with the assurance that is money would be repaid to the General Fund.

Balance Due County February 26, 2008	\$ 19,208.69
Reimbursement for 2006	<u>1,477.68</u>
Balance remaining	17,731.01
Cash balance February 26, 2008 (before transfer)	 15,320.77

Please make the following transfer:

From 241.0241.535900 to 001.1100.400100 \$1,477.68

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

**From: 241-0241-535900
Amount: \$ 1,477.68
To: 001-1100-400100**

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

Adopted this 26th day
Of February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer YES
Douglas A. Spencer

Ivo J. Kramer YES
Ivo J. Kramer

Cc: ✓ County Auditor

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE COUNTY ADMINISTRATOR AND THE BOARD OF COUNTY COMMISSIONERS FOR VARIOUS MEETINGS OR ORGANIZATIONS AS PERTAINS TO THE COMMISSIONERS OFFICE FOR CALENDAR YEAR 2008.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary that the County Administrator and the Board of County Commissioners attend, throughout the year, various meetings which are pertinent to the affairs of said office; and,

WHEREAS, many of these meetings are meetings of the National Association of Counties, International City/County Management Association, County Commissioners Association of Ohio, County Administrator's Association of Ohio, National Association of County Administrator's, Northwest Ohio Commissioners and Engineer's Association and the International Foundation of Employee Benefit Plans, as well as other gatherings which pertain to the business of the Board of County Commissioners Office; and,

WHEREAS, expenses, if any, for these meetings shall not exceed the funds appropriated for travel within the Board's office appropriation and shall be within the travel policies as established by the Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize expenditures for the County Administrator and the Board of County Commissioners to attend the meetings as mentioned above and all other functions relating to the business of the Board of County Commissioners for calendar year 2008.

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

Adopted this
26th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer
Ivo J. Kramer, Yes
Ivo J. Kramer

cc: ✓ Asst. Clerk - Patricia Hill

**IN THE MATTER OF SETTING DATES, TIMES AND LOCATIONS AT WHICH TO CONVENE
SPECIAL SESSIONS OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer moved the adoption of the following

RESOLUTION

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

WHEREAS, the Board must set special sessions on the following dates, times and locations for the reasons so given:

- on February 28, 2008 from 6:00 a.m. until meeting is completed, the Board will attend the Lincoln Day Dinner at the St. Marys Eagle Lodge in St. Marys, Ohio.
- on February 29, 2008 from 2:00 p.m. until meeting is completed, the Board will attend the Bi-County Continuum of Care for the Homeless meeting to be held at the St. Marys Community Library in St. Marys, Ohio.
- on March 3, 2008 from 7:00 p.m. until meeting is completed, at least one or possibly two Commissioners will attend the 4-H Leadership Banquet to be held at the fairgrounds.
- on March 10, 2008 from 1:30 p.m. until meeting is completed, the Board will meet at the Preble County Engineer's office with Tom Barnes of Preble County to discuss Solid Waste funding.
- on March 10, 2008 from 7:15 p.m. until meeting is completed, the Board will attend the MR/DD Board of Trustees meeting in New Bremen, Ohio.
- on March 11, 2008 from 7:30 p.m. until meeting is completed, the Board will attend the Auglaize County Airport Authority meeting at the Neil Armstrong Airport.

and,

WHEREAS, the Board will be in special sessions until such times as the meetings, as noted above, are completed.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set the above mentioned dates, times and places to convene special sessions of said Board; and,

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

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

Adopted this
26th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman


Douglas A. Spencer


Ivo J. Kramer

cc/ newspapers

**IN THE MATTER OF DOCUMENTING THE FINAL HEARING FOR THE STONER DITCH PROJECT;
DELETING BRADLEY MCPHERON PARCEL FROM THIS WATERSHED AND PLACING IT IN THE
POTTS DITCH WATERSHED; AUTHORIZING THE COUNTY HIGHWAY DEPARTMENT TO
COMPLETE THE CONSTRUCTION OF THIS PROJECT, BEING REIMBURSED BY INVOLVED
LANDOWNERS.**

The Board of Auglaize County Commissioners met in regular session on the 26th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners did on this date hold, in its Chambers, the final legal hearing for the Stoner Single County Ditch as located in Section 12, Noble Township; and,

WHEREAS, the Auglaize County Engineer presented the final plans, specifications, watershed boundary and listing of benefiting landowners with estimated assessments; and,

WHEREAS, all the effected landowners either notified the County Engineer prior to the hearing of their approval for the project or did not attend the final hearing and therefore, all landowners within the watershed were in favor of the proposed improvement.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the need for the construction of the Stoner Single County Ditch and:

BE IT FURTHER RESOLVED that upon recommendation of the Auglaize County Engineer, after a field review, the watershed boundary be adjusted to delete the Bradley McPheron parcel from the effected area and that parcel shall be added to the Potts Ditch watershed and maintenance base already under the County maintenance plan (see attached watershed map); and,

BE IT FURTHER RESOLVED that the involved landowners have requested that the payment plan for this project shall be eight years (16 semi-annual installments); and,

BE IT STILL FURTHER RESOLVED that due to restrictions for construction placed by the Ohio Department of Natural Resources and the need for the timely construction of the project to allow the County Highway Department to replace the deteriorated drainage through the St. Marys Kossuth Road, the Commissioners hereby authorize the Auglaize County Highway Department to construct the Stoner Single County Ditch to the plans and specifications, with the Highway Dept. being reimbursed by the property owners at their estimated assessment and project cost as outlined in the "Report of the County Engineer".

Mr. Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
26th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman YES
John N. Bergman

Douglas A. Spencer YES
Douglas A. Spencer

Ivo J. Kramer YES
Ivo J. Kramer

cc: County Engineer

Memorandum of Understanding

By and between Lutheran Social Services of Allen, Auglaize and Hardin Counties, a department of Lutheran Social Services of Northwestern Ohio, Inc., a non-profit agency and the Auglaize County Sheriff's Office for the Auglaize County Jail.

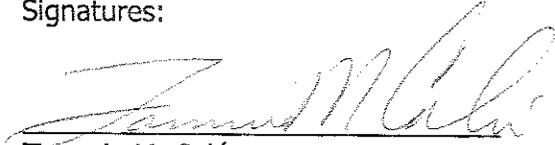
1. Lutheran Social Services (LSS) agrees to provide a clinician to be present on-site at the Auglaize County Jail for no more than 8 hours a week on Fridays. Both parties agree that if the need for services decreases that the clinician assigned will work less hours at the jail and provide additional hours to the community. This is an extremely flexible agreement and should be agreed to, prior to change, by both a representative from the jail and Susan Armour, Auglaize County Outpatient Manager for LSS.
2. The eight hours of service will be monitored by the Auglaize County Outpatient Manager to ensure that the organization is able to bill 50% of the clinician's time to allowable services that have been identified in LSS' contract with the AAH Mental Health and Recovery Services Board.
3. During the eight hours the clinician is present in the jail, the following services are able to be completed:
 - a. **Crisis Intervention and Crisis Stabilization:** The clinician will complete a face to face crisis intervention and remain part of the treatment team while the client is on a jail 'suicide watch' program. The clinician is able to do a 30 minute well-check within a week of the client being removed from suicide watch. At this point, all services provided to these identified individuals must be provided in group services.
 - b. **Consultation:** The clinician is available to do a one time assessment on an individual to make clinician recommendations to the jail treatment team. Any services provided to these identified individuals must be provided in group services.
 - c. **Diagnostic Assessments:** This service is intended to ensure that appropriate linkage has been established for the inmate who is soon to be released to the community and requires community mental health and/or drug alcohol services provided by LSS.
 - i. The criteria for the clinician to complete a DA, identifies a discharge date within two weeks of the requested DA.
 - ii. The DA must be approved by Auglaize County Outpatient Manager and she will coordinate with the clinician when the DA gets scheduled.
4. Lutheran Social Services agrees to provide crisis intervention services to the jail when the clinician is either on vacation or out sick.

What LSS is not able to provide for the Auglaize County Jail

1. Lutheran Social Services does not agree to pay for any service delivered in addition to the 8 hours we have identified, which is every Friday.

- 2 Lutheran Social Services does not agree to allow any clinician to complete training for jail facility within these eight hours. (This is available to the jail, but must be scheduled outside of these eight hours and approved through Auglaize County Outpatient Manager)
- 3 Lutheran Social Services does not agree to permit the clinician to provide individual treatment beyond what has been identified previously in this agreement.

Signatures:



Tammie M. Colón
Vice President, Behavioral Healthcare
Lutheran Social Services

Date

2/8/08



Joe Lynch
Jail Administrator
Auglaize County Jail

Date

02-26-08

County Commissioners' Office
Auglaize County, Ohio
February 26, 2008

No. 08-023

IN THE MATTER OF AUTHORIZING A FINANCIAL ADVANCEMENT TO AUGLAIZE ACRES FOR THE PURPOSE OF MEETING THE FACILITY'S OBLIGATIONS; DIRECTING FULL PAY BACK BY OCTOBER 1, 2008.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 26th day of February, 2008 with the following members present:

John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to a meeting with Auglaize Acres Administrator Nick Scheck, the Board ascertained that at this time, said Auglaize Acres is in need of a financial advancement to meet payment obligations; and,

WHEREAS, the Board has reviewed the information and has determined that an advancement will be made from the County General Fund to Auglaize Acres in the amount of \$ 75,000.00; same to be reimbursed to the County General Fund as the Acres facility sees fit, with complete payment being made, in full, by October 1, 2008.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the above mentioned financial advancement of \$75,000.00 to Auglaize Acres at the terms so stated: From County General Fund, with reimbursement to County General Fund as financial situation of Auglaize Acres allows, with payment in full being due by October 1, 2008; and

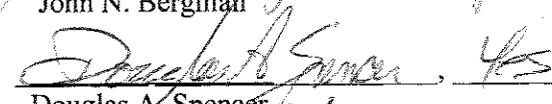
BE IT FURTHER RESOLVED the Board does authorize the County Auditor to make the following transfer of funds:

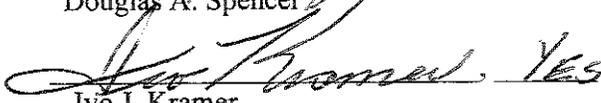
From: 001-1200-400200 – County General Fund
Amount: \$ 75,000.00
To: 097-0200-400100 – Auglaize Acres

Adopted this
22nd day of
January, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman


Douglas A. Spencer


Ivo J. Kramer

cc: Auglaize Acres – Nick Scheck
✓ County Auditor