

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th day of June, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

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

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

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 4,983.84
To: 006-0400-400101 – Public Assistance

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

Adopted this 2nd day
of July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: County Auditor
Jobs & Family Services

IN THE MATTER OF AUTHORIZING A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE PARTICIPATION PACKAGE SETTLEMENT REACHED WITH KROGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of July, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

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

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

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

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

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

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

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

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

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors Kroger Co. ("Kroger") to resolve government entity claims in the State of Ohio consistent with the OneOhio MOU (settlement proposal hereinafter to as "Participation Package"); and,

WHEREAS, Board of County Commissioners, Auglaize County, Ohio desires to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the "Proposed Settlement").

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

Section 1. That Board of Commissioners, Auglaize County, Ohio does hereby accept, and further authorizes the Prosecuting Attorney or County Administrator to execute the Participation Package documents on behalf of the Board of Commissioners, Auglaize County, Ohio, pursuant to the terms of the OneOhio MOU.

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

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

Adopted this
2nd day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

County Commissioners Office
Auglaize County, Ohio
July 2, 2024

NO. #24-362

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 2nd day of July, 2024.

Commissioner David Bamber moved the adoption of the following:

RESOLUTION

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

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

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
480957	2048.00	CITY OF WAPAKONETA
480965	17732.73	PERRY PROTECH
480983	26257.34	HARROD NAGEL
481025	9750.00	CTL ENGINEER
481052	225000.00	YMCA OF GREATER DAYTON
481059	4200.00	KLEINFELDER
481076	4273.88	JB TRUCK SERVICE AND PARTS
481082	274.26	AUGLAIZE COUNTY TREASURER

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

Adopted this
2nd day
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bamber, Yes
David Bamber

John N. Bergman, yes
John N. Bergman

cc: County Auditor

IN THE MATTER OF AUTHORIZING COMMISSIONER DOUGLAS A. SPENCER TO SIGN AREA 8 LOCAL WORKFORCE DEVELOPMENT BOARD SERVICE AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of July, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, a Service Agreement has been made by and between the Board of County Commissioners of Auglaize (the "County") and the Area 8 Local Workforce Development Board (the "LWDB"); and,

WHEREAS, the LWDB is in need of an individual to serve as the Area 8 Workforce Development (the "Director") for the LWDB; and,

WHEREAS, the County is willing to utilize qualified County personnel to fulfil such role and functions of the Director; and,

WHEREAS, LWDB will pay to the County service fees equal to twenty thousand dollars (\$20,000.00) per year through the term.

THEREFORE, BE IT RESOLVED, that this Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorizes Commissioner Douglas A. Spencer to sign the Local Workforce Area 8 Service Agreement; and,

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

Adopted this
2nd day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

ABSENT
John N. Bergman

cc: ACDJFS, Julie Gossard
WIOA
Mercer County Commissioners
Hardin County Commissioners
Van Wert County Commissioners

LOCAL WORKFORCE AREA 8 SERVICE AGREEMENT

This Service Agreement (the “*Agreement*”) is entered into by and between the Auglaize County Commissioners (the “*County*”) and the Area 8 Local Workforce Development Board (the “*LWDB*”) on the date set forth below.

WHEREAS, the LWDB is in need of an individual to serve as the Area 8 Workforce Development Director (the “*Director*”) for the LWDB; and

WHEREAS, the County is willing to utilize qualified County personnel to fulfil such role and functions of the Director.

NOW THEREFORE, the parties hereto agree as follows:

In consideration of the mutual promises, covenants, conditions, and provisions contained herein, the parties agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Term. The “Term” of this Agreement will commence effective as of July 1, 2024 (hereinafter “*Effective Date*”), and continue through June 30, 2025, and it will automatically renew on a calendar month-to-month basis thereafter. Either party may cancel any monthly automatic renewal of this Agreement by delivering written notice to the other party a minimum of sixty (60) days before the automatic renewal date to be cancelled. Within thirty (30) days after any termination of this Agreement, the County will deliver to LWDB a copy of all remaining reports identified in Section 2.

1.2 Early Termination. This Agreement may be terminated at any time upon the mutual consent of LWDB and the County. Further, either party may terminate this Agreement unilaterally, for any reason or no reason, by delivering written notice to the other party at least ninety (90) days before the effective date of termination prior to the automatic month to month renewals. Further, either party may terminate this Agreement immediately if the other party fails to perform any of its material obligations under this Agreement and does not cure its breach within fifteen (15) days after it has received written notice thereof.

1.3 Entire Agreement. This Agreement represents the entire agreement between LWDB and the County regarding providing Director services and supersedes any prior negotiation, representation, agreement, and understanding written or oral.

1.4 Construction. Each party acknowledges that it has read the Agreement in its entirety, understands the Agreement, and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

1.5 Modification. This Agreement may be amended only by a written modification signed by both LWDB and the County.

1.6 Governing Law and Venue. This Agreement and any amendments thereto will be governed, construed, and enforced by and under the laws of the State of Ohio. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or its breach, will only be brought in the Auglaize County Common Pleas Court, General Division.

1.7 Notices. Any written notice required to be sent to either party hereunder will be sent to the respective parties at the following address:

To LWDB:

Attn: Board Chairman

To Auglaize County:

Attn: Board of County Commissioners

209 S. Blackhoof St. #201

Wapakoneta, OH 45895

1.8 Severability. Any provision or part of this Agreement held to be invalid, void, illegal, or unenforceable under any law or regulation will be deemed stricken, and all remaining provisions will be deemed valid and binding upon the parties. The parties agree that the Agreement will be reformed to be as close as possible to the intent of the stricken provision.

1.9 Defined Terms. Any defined terms used herein but not otherwise defined shall have those meanings as set forth in the Workforce Innovation and Opportunity Act Policy Letter No. 15-18.1.

1.10 Designated Individual. Auglaize County shall provide a designated individual to serve as the Director. The qualifications of such individual shall be acceptable to the LWDB. The LWDB shall evaluate the performance of the designated individual according to the terms of its governing documents or policy. If there is a change in the designated individual to serve as the Director, notice shall be given to the LWDB. If at any time the LWDB objects to the designated individual based on qualifications or performance evaluations, it may terminate according to the terms of this Agreement. Additionally, at no time shall the individual designated to serve as the Director be the OhioMeansJobs center operator or the provider of career and/or youth services.

2. OBLIGATIONS OF AUGLAIZE COUNTY

2.1 Services. The designated individual of the County, shall serve as the Director of Area 8 and provide all Director services to LWDB including creating and leading the regional workforce system in compliance with all applicable laws, regulations, and rules. Director services shall include but are not limited to, coordinating with the CEOs regarding the identification and nomination of members to the local WDB and ensuring membership is compliant with WIOA; organizing local WDB meetings and ensuring that the meetings are held according to the WDB's by-laws and the sunshine laws; developing and submitting the local and regional plan; conducting oversight of the adult, dislocated worker, and youth programs, including development of policies and monitoring the administration of the programs;

negotiating and reaching agreement on local performance measures; negotiating with CEO and required partners for the Memorandum of Understanding; competitively procuring or awarding contracts for providers of youth program services, providers of adult and dislocated worker career services, and the OhioMeansJobs center operator as required in paragraph (I) of 20 C.F.R. 679.370; developing budget for activities of the local WDB; and Certifying the OhioMeansJobs centers.

2.2 Meetings. During the Term of this Agreement, the County will ensure that the assigned personnel will attend the meetings required for the services as the Director to be fulfilled.

2.3 Auglaize County Reports. Auglaize County will provide reports as required by law or such other reports as reasonably requested by LWDB. The parties agree that this provision is not intended to unnecessarily burden the County in providing reports.

3. OBLIGATIONS OF LWDB

3.1 Service Fees and Payment. In consideration of the obligations assumed by the County under this Agreement, LWDB will pay to the County service fees equal to twenty thousand dollars (\$20,000.00) per year throughout the Term. The County shall invoice the LWDB for services rendered each quarter. For each monthly renewal of the Term, the County shall invoice the LWDB for services rendered each month.

3.2 Access to Required Records/Data. The LWDB agrees to provide access to any and all information or data required for the County to fulfill its obligations under the terms of this Agreement. In the event that the LWDB does not have certain information required for the performance of the County's obligations herein, the LWDB agrees to use good faith efforts to obtain such data and share the data with the County in a reasonable time frame.

[Remainder of Page Intentionally Left Blank]

AGREED:

Area 8 Local Workforce Development Board

By: [Signature]
Name: Cherie Ryan
Title: Area 8 Board

Date: 7/2/2024

Board of Auglaize County Commissioners,

By: [Signature]
Name: Douglas A. Spencer
Title: BOCC President

Date: 7/2/2024

Area 8 Fiscal Agent

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

Auglaize County Prosecutor

Board of Mercer County Commissioners

By: _____
Name: _____
Title: _____

Date: _____

Mercer County Prosecutor

Board of Harding County Commissioners

By: _____
Name: _____
Title: _____

Date: _____

Hardin County Prosecutor

Board of Van Wert County Commissioners

By: _____
Name: _____
Title: _____

Date: _____

Van Wert County Prosecutor