

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 25th day of July, 2019.

Commissioner Spencer 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 of 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#</u>	<u>Amount</u>	<u>Vendor</u>
436009	\$2,100.00	PDG

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓cc: County Auditor - Janet Schuler

IN THE MATTER OF AUTHORIZING IAP GOVERNMENT SERVICES GROUP TO OPEN THE NEGOTIATION PERIOD FOR THE TERMINAL BUILDING PROJECT AT NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th day of July, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on July 18, 2109 the Board of County Commissioners was informed that IAP Government Services Group ("IAP") has recommended to the Board that they authorize IAP to open a negotiations period with the recommended best value contractor; and,

WHEREAS, IAP has requested to be authorized to begin the process and to open the negotiation period with the contractor with the best value for the terminal building project at the Neil Armstrong Airport; and,

WHEREAS, the pre-negotiation period will authorize IAP work with the recommended contractor on the negotiation objectives relating to pricing, technical, business and contractual issues.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve IAP's recommendation and authorizes that IPA Government Services Group to open the negotiations period with the contractor with the best value for the terminal building project at the Neil Armstrong Airport.

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- ✓ cc: Airport Authority – Brent Richter
- ✓ Airport Manager – Ted Bergstrom
- ✓ IAP

IN THE MATTER OF AUTHORIZING THE PURCHASE, BY AUGLAIZE COUNTY, OF PARCEL NO. B07-001-110-00, WAPAKONETA, OHIO; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS TO FINALIZE THE PURCHASE OF SAID PROPERTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2019.

Commissioner Spaon moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County owns some of the property surrounding a certain parcel, which is situated in the City of Wapakoneta in the County of Auglaize and State of Ohio. Said parcel being Lot Number Eighty-five (85) except Fifty-five (55) feet off the North end, thereof. The Parcel Tax ID No: B07-001-110-00 Prior Deed Reference: OR 637, Page 2239 ("Property"); and

WHEREAS, to protect County's interest and the possibility of future development of this area, the Board of County Commissioners have been negotiating with owner, George C. Klima, for the purchase of the Property; and,

WHEREAS, negotiations have culminated in an agreeable base purchase price of \$117,000.00 (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and,

WHEREAS, possession of the aforementioned property shall be with the final closing which shall occur on or about August 1, 2019 or at such other time as is mutually agreeable by the parties.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the purchase of said parcel B07-001-110-00 located as Lot Number Eighty-five(85) except Fifty-five (55) feet off the North end, thereof , in the City of Wapakoneta in the County of Auglaize and state of Ohio for the total base purchase price of \$117,000.00 (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein); and,

BE IT STILL FURTHER RESOLVED that the Clerk of the Board encumber stated costs from Permanent Improvement – Land to George C. Klima for said purchase; and,

BE IT FINALLY RESOLVED that the Board authorizes the execution by the President of the Board and/or Board members of the real estate purchase contract and other necessary documents to cause this purchase.

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: ✓ George C. Klima
- ✓ Prosecuting Attorney – Ed Pierce
- ✓ Clerk of the Board – Esther Leffel

REAL ESTATE PURCHASE AGREEMENT

THIS CONTRACT ("Agreement") is made and entered into as of the 25th day of July, 2019, by and between the Seller and the Buyer as identified below for the purchase of certain real property (herein "the Premises") described as follows:

Situate in the City of Wapakoneta in the County of Auglaize and State of Ohio. Being Lot Number Eighty-five (85) Except Fifty-five (55) feet off the North end, thereof.

Tax ID No: B07-001-110-00
Prior Deed Reference: OR 637, Page 2339

RECITALS:

1. The Seller is George C. Klima, an unmarried individual.
2. The Buyer is the Board of Auglaize County Commissioners.
3. The Seller desires to sell and the Buyer desires to buy the Premises.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, and intending to be legally bound, the Seller and Buyer agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. **Agreement to Sell.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises upon the terms and conditions set forth herein.
3. **Purchase Price.** The purchase price of said property shall be the sum of One Hundred Seventeen Thousand Dollars (\$117,000.00) as full consideration for the Premises.
4. **Closing and Possession.** Closing shall occur on or before Thirty days from the date of the execution of this Agreement and at such location as Seller and Buyer mutually agree upon. Seller shall transfer possession of the Premises to Buyer upon the closing.
5. **Deed.** At the closing Seller shall convey to Buyer good and marketable title to the Premises by executing and delivering a good and sufficient recordable Warranty Deed,

with full release of dower, conveying to the Buyer or the Buyer's assigns the Premises free and clear of all encumbrances, except as stated below:

- i. Real estate taxes and assessments which are not due and payable as of the date of the closing;
- ii. All legal highways, easements;
- iii. All easements, rights-of-way, covenants, reservations, and restrictions of record; and
- iv. All building and zoning laws, statutes, ordinances, codes, resolutions and regulations.

6. Sellers Affidavit. Upon delivery of the deed provided above, Seller shall simultaneously execute and deliver to Buyer an affidavit pursuant to Ohio Revised Code Sections 1311.011 and 1311.012.

7. Closing Expenses. The expenses of closing described in this agreement shall be paid in the following manner:

- a. The full costs of any title guarantee or other form of title certificate or title insurance to be paid by the Buyer;
- b. The cost of preparing, executing and acknowledging any deed or other instruments required to convey titled to Buyer in the manner described in this agreement shall be paid by the Buyer;
- c. The cost of preparing, executing and acknowledging any promissory notes and other instruments securing debts for financing this transaction shall be paid by the Buyer;
- d. Any cost of transfer and recordation of title shall be paid by the Buyer; and

8. Evidence of Title. The evidence of title shall show that Seller shall be able to meet the deed requirements as set forth above. If the title to all or a part of the Premises is defective or unmarketable, or if any part of the Premises is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this Agreement, or in the event of any encroachment, Seller shall have a reasonable time, not to exceed thirty (30) days after receipt of written notice thereof, within which to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment.

It is agreed by Seller and Buyer that marketability shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association and

that any matter that comes within the scope of said Standards shall not constitute a valid objection to the title provided Seller complies with the requirements of said Standards.

9. Fixtures, Equipment and Personal Property. The Premises shall include all items presently attached or appurtenant to the Premises in their present condition including all buildings, fixtures, electrical, heating, plumbing, ~~stove and refrigerator~~, all window and door shades, awnings, screens, storm sash, shutters, curtain and drape rods, linoleum, landscaping and storage shed.

DR
SK
JNB
JAS

10. Real Estate Taxes. There shall be prorated between Seller and Buyer, as of the date of closing, the real estate taxes levied or assessed against said property as shown on the latest available tax bills.

11. Condition of the Property. This property is being purchased in its present physical condition, and the Buyer is relying solely upon such examination with reference to condition, value, character and size of the property and improvements and fixtures, if any.

12. Damage to or Destruction of the Premises. Seller represents that there is presently in force a policy of insurance covering the premises with respect to fire and other casualties in an appropriate amount and agrees to keep such policy in force until the closing of this transaction.

If, prior to the closing of this transaction, the premises are damaged or destroyed by fire or other casualty covered by such policy in an amount, as adjusted, equal to less than fifty per cent (50%) of the Seller's total amount of insurance coverage as stated above, Buyer shall be required to perform this contract, said fire or casualty notwithstanding, and shall be granted at the closing a credit toward the purchase price described above in an amount equal to any sums received or receivable by Seller, or by any mortgagee or mortgagees of Seller, by virtue of such insurance.

If, prior to the closing of this transaction, the premises are destroyed or damaged by fire or other casualty covered by such policy in the amount, as adjusted above, equal to fifty per cent (50%) or more of Seller's total amount of insurance coverage as stated above, Buyer shall have the option to rescind this contract, such option to be exercised by Buyer's written notification delivered to Seller within ten (10) days after Buyer's receipt of the fact that such loss or damage has been adjusted in the adjusted amount thereof. Should Buyer exercise such option to rescind, all parties hereto shall be released from all liability hereunder and the down payment, if any, described above shall be refunded to Buyer forthwith. The failure by Buyer to exercise such option as provided above shall be deemed an election to proceed with the transaction, in which event Buyer shall be granted at the closing a credit toward the purchase price set forth above in an amount equal to any sums received or receivable by Seller, or by any mortgagee or mortgagees, by virtue of such instance.

If Buyer has not received notice of the adjustment of such loss or damage within three (3) months after the occurrence of such loss or damage, Buyer may, at Buyer's

option, thereupon rescind this contract, in which event all parties hereto shall be released from all liability hereunder and the down payment, if any, described above, shall be refunded to Buyer forthwith.

For the purposes of this agreement, loss or damage to the premises shall be deemed "adjusted" when the amount of such loss or damage has been agreed upon and the insurer is ready, willing, and able to pay the same.

13. General Provisions. The following general provisions shall apply to this Agreement:

- A. It is understood that this agreement contains all of the terms and conditions agreed upon between the Seller and Buyer, and there are no outside conditions, representations, warranties, or agreement.
- B. Each party hereby acknowledges receipt of a copy of this agreement.
- C. This agreement shall be governed by the laws of the State of Ohio.
- D. Time is of the essence in all provisions of this agreement.
- E. This agreement shall not be assigned by either party without the consent of the other party.
- F. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, and assigns if such assignment is approved.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this 25th day of July, 2019.

SELLER:

Wayne Kline

BUYER:

Don Rego

John N. Bergman

Robert G.

IN THE MATTER OF APPROVING THE DATA SHARING AND CONFIDENTIALITY AGREEMENT D-2021-15-0279 WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND LOCAL WORKFORCE DEVELOPMENT AREA 8; AUTHORIZING DOUGLAS A. SPENCER OF THE BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2019.

Commissioner Spencer the adoption of the following:

RESOLUTION

WHEREAS, Dennis Hirt, Director of the Area 8 Workforce Development Board (WDB) presented an agreement between the Ohio Department of Job and Family Services and the local Workforce Development Area 8. The representative include the Auglaize, Hardin, Mercer, and Van Wert Board of County Commissioners, who are the Chief Elected Officials of the Local Area, The Area 8 Workforce Development Board (LWDB), and the Auglaize County Department of Job and Family Services (CDJFS), Hardin CDJFS, Mercer CDJFS and Van Wert CDFJS (Operator), which collectively are the OhioMeansJobs Center Operator for the Local Area. The representatives will be refereed to jointly as (AREA). LWDB and Operator are considered agents of the Chief Elected Officials for purposes under this Agreement. The Chief Elected Officials will be responsible for LWDB and Operator use of the ODJFS data that will be shared under this agreement; and,

WHEREAS, the purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approve, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose; and,

WHEREAS, this Agreement shall be in effect upon the approval of the Director of ODJFS and AREA, this Agreement will be in effect upon the signature of the ODJFS Director and remain in effect through June 30, 2021, unless this Agreement is suspended or terminated pursuance to ACTICLE X prior to the termination date.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Agreement and addresses the agreement for Auglaize County, Ohio; and,

BE IT FURTHER RESOLVED that the Board does authorize Douglas A. Spencer of the Board, to execute said Agreement for Auglaize County, Ohio as presented to the Board of County Commissioners; and,

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

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: Auglaize County Job and Family Services
- ✓ WIOA – Dennis Hirt
- ✓ Hardin County
- ✓ Mercer County
- ✓ Van Wert County

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE DEVELOPMENT AREA 8**

D-2021-15-0279

This Agreement is entered into by and between the State of Ohio, Department of Job and Family Services (ODJFS) and representatives of Local Workforce Development Area 8. The representatives include the Auglaize, Hardin, Mercer, and Van Wert Board of County Commissioners, who are the Chief Elected Officials of the Local Area, the Area 8 Workforce Development Board (LWDB), and Auglaize County Department of Job and Family Services (CDJFS), Hardin CDJFS, Mercer CDJFS and Van Wert CDJFS (Operator), which collectively are the OhioMeansJobs Center Operator for the Local Area. The representatives will be referred to jointly as AREA.

LWDB are considered agents of the Chief Elected Officials for purposes under this Agreement. The Chief Elected Officials will be responsible for LWDB use of the ODJFS data that will be shared under this Agreement.

DEFINITIONS

- A. **Agent (of a Public Official):** With respect to the federal confidentiality regulations for Unemployment Insurance information (20 CFR 603.5(f)), it is an entity that receives confidential data on behalf of a "public official", defined in Section I, below. The public official remains responsible for the agent's use of the confidential data.
- B. **Chief Elected Officials:** When used in reference to a Local Area, it is the chief elected executive officers of the units of general local government in a local area.
- C. **Local WIOA Plan:** The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the Local Area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.
- D. **Local Workforce Development Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- E. **Local Workforce Development Board (LWDB):** The board appointed by a local area's chief elected officials per WIOA Section 107 to be responsible for administration and oversight of the local area workforce development system.
- F. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which programs funded under WIOA and other workforce programs and services are delivered in a local area.
- G. **OhioMeansJobs.com System:** Ohio's electronic self-service system for labor exchange, jobs, resumes and career guidance serving veterans, students, and adults.
- H. **OhioMeansJobs Centers:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA.
- I. **Public Officials:** Per Title 20, Part 603.2(d) of the Code of Federal Regulations (CFR), an official, agency, or public entity within the executive branch of federal, state, or local government with the responsibility for the administration or enforcement of a law; or an elected official in the federal, state, or local government. Local Workforce Development Boards, Board members, and OhioMeansJobs center staff members do not meet the definition of "public officials" under 20 CFR 603.2(d).

- J. **Reemployment and Eligibility Assessment (RESEA) Program:** Reemployment services program mandated for UI Claimants who are likely to exhaust benefits and who have been selected for participation. Required activities include orientation, registration in OhioMeansJobs.com, assessment of UI eligibility, and a face-to-face interview.
- K. **State WIOA Plan:** The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- L. **Unemployment Insurance (UI) Claimant Data:** Data about individuals who are unemployed and who have applied for UI benefits or who are currently receiving UI benefits.
- M. **Unemployment Compensation Reemployment Services (UCRS):** Reemployment services for UI Claimants deemed likely to exhaust UI benefits. Required services include orientation and registration in OhioMeansJobs.com.
- N. **Wage Record Data:** Employee wage data from employers that is collected and maintained by the ODJFS Office of Unemployment Insurance Operations. The wage record data is used to compute claimants' monetary entitlement for unemployment benefits, to cross-match with data from other government programs for fraud or abuse detection, for performance accountability, to enhance employment and training opportunities, and to assist with income and eligibility verification of individuals filing for benefits under Temporary Assistance to Needy Families, Medicaid, and Food Stamps.
- O. **Workforce Case Management System (WCMS):** An ODJFS application system used only by workforce professionals to enter and track data on local workforce development activities and participants.
- P. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July, 2014, to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

- A. The purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approved, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose.
 - 1. Wage Records may be used to measure local area performance against local performance accountability standards.
 - 2. UI End of Benefits reports may be used to conduct outreach to UI Claimants who have nearly exhausted their claims.
 - 3. UCRS/RESEA Early Intervention Reports may be used to determine dislocated worker eligibility and to conduct outreach. Claimants selected to receive RESEA services will not be included in the reports.
- B. AREA will provide bi-annual narrative reports to ODJFS that describe all uses of the ODJFS data, how use of the data has been beneficial to the local workforce development system, and what, if any issues are encountered with respect to the use of the data. In addition, AREA will identify the data files deemed no longer needed and will attest that all copies of those files have been effectively destroyed in accordance with Article IV of this Agreement.
- C. The release of this information is authorized by 20 CFR 603.5(e) and (f), ORC Sections 4141.13, 4141.21, and 4141.43 and by Sections 4141-43-01 and 4141-43-02 of the Ohio Administrative Code (OAC).
- D. The ODJFS Agreement Manager is Sara Ballard, or successor, who will be the ODJFS primary point of contact for purposes under this Agreement.

ARTICLE II – RECORDS DESCRIPTION AND METHOD OF TRANSFER**A. Wage Records:**

1. **Wage Records:** On a quarterly basis, ODJFS will extract Wage Record information on Local Area OhioMeansJobs center customers contained in WCMS from the LEHD (Longitudinal Employer-Household Dynamics) data files to create a wage record report, which will be submitted to the AREA via secure email in a format mutually agreed upon by both parties. The wage record report will contain the following data elements for each Local Area OhioMeansJobs center customer:
 - a. First and Last Name;
 - b. Last 4 digits of each individual's Social Security Number (SSN)
 - c. WCMS Seeker identification number;
 - d. WIOA Area Number
 - e. Area Office Name
 - f. Year the information was reported to UC;
 - g. Quarter in which the information was reported to UC;
 - h. Wages;
 - i. Weeks in which individual had reported earnings;
 - j. North American Industry Classification System (NAICS) code; and
 - k. NAICS title.
2. AREA staff will use the names, last 4 digits of the SSNs, and/or the WCMS Seeker identification numbers from the wage record reports to locate AREA OhioMeansJobs Center customer records in WCMS and assess the impact of services provided by AREA. The Wage Record data may not be used to identify OhioMeansJobs Center customers registered and tracked in a system other than WCMS. To obtain a Wage Record match with records that are part of a system other than WCMS, or for a special project or program, AREA must submit a data research request to the ODJFS Office of Unemployment Insurance Operations.

B. UI Records: The UI data files listed below will be from the Ohio Job Insurance (OJI) system.

1. **UI End of Benefits Report:** On a monthly basis, ODJFS will send AREA a report that lists the UI Claimants who are within four weeks of exhausting their UI Benefits. The data in the report will be exclusive to UI Claimants in AREA counties and will include:
 - a. UI Claimant First and Last Name;
 - b. UI Claimant Address (City, State, Zip Code, and alternate address-if applicable);
 - c. UI Claimant County;
 - d. UI Claimant Telephone Number;
 - e. UI Claimant Email address;
 - f. UI Claimant Date of Birth; and
 - g. UI Claimant Identification Number.

2. **Early Intervention (UCRS/RESEA):** ODJFS will send AREA a report on a monthly basis that includes the following information on each UI Claimant residing in AREA:
 - a. First and Last Name;
 - b. Address (City, State, Zip Code, and alternative address, if applicable);
 - c. County of Residence;
 - d. Telephone Number;
 - e. Email Address;
 - f. UC Claimant Identification Number;
 - g. Date of Birth;
 - h. Onet Code 1, Onet Title 1 (Previous Occupation);
 - i. Onet Code 2, Onet Title 2 (Desired Occupation); and
 - j. Onet Code 3, Onet Title 3 (Second Desired Occupation).
- C. **Data Preparation:** ODJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and OIT Bulletin ITB-2007.02, Data encryption and securing sensitive data; and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013 (includes updates as of January 15, 2014), 460 pp <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. AREA expressly agrees that no ODJFS data will be stored in a portable format (e.g. tape, laptop, flash/USB drive, etc.).
- D. **Data Transfer:** All data exchanges under this Agreement will be made via secure email. However, it is anticipated that the data will be accessible to AREA via a report that can be retrieved via the Workforce Case Management System or its successor. At which time, AREA will be instructed on how to request access to the reports for its authorized users without the need to formally amend this Agreement as long as the reports include only the data variables authorized herein and listed in Sections A and B, above.
- E. **AREA Contacts:** AREA will identify a staff member who will receive the data provided hereunder and who will serve as the primary point of contact for all matters relevant to the ODJFS data and this Agreement. AREA will also identify an AREA staff member who will serve as the backup contact that will be authorized to receive the data and serve as the contact in the absence of the primary contact. AREA will provide the name, address, phone number, and email address of the primary and backup contacts.

ARTICLE III – VERIFICATION PROCEDUES

ODJFS makes no guarantee as to the accuracy or currency of the information provided to AREA pursuant to this Agreement.

ARTICLE IV – DISPOSITION OF OBTAINED INFORMATION

- A. Records obtained from ODJFS must be maintained in a separate database and be clearly identifiable as the records of ODJFS. The records obtained from ODJFS may not be merged with or mingled with data of AREA for storage or for any purpose.
- B. Area will review the ODJFS data files bi-annually to determine if any files are no longer needed. Area will effectively destroy the data files that are no longer needed via secure erasure program or other means that complies with NIST SP 800-53 Rev. 4 <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.80053r4.pdf> within 30 days of the date of the review. This includes all copies maintained by authorized staff in the local area. Area will include written affirmation of the destruction to ODJFS in the bi-annual report required under Article I, Section B. The affirmation must identify the records that were destroyed and the date of

destruction in addition to a statement that the method of destruction meets the NIST standards cited in this Section.

- C. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

ARTICLE V – CONFIDENTIALITY OF INFORMATION

- A. AREA will safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the applicable federal and state laws and regulations.
- B. AREA will not use the information provided by ODJFS for any purpose that does not meet the requirements of the applicable federal and state confidentiality laws and is not specifically authorized by this Agreement. AREA expressly agrees to comply with all applicable state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to: The Privacy Act (5 USC 552a), 20 CFR 603, ORC Sections 4141.21, 4141.22, 4141.43, and 4141.99; and OAC Sections 4141-43-01 and 4141-43-02. Additionally, AREA specifically agrees that the provisions of ORC Chapter 4141 and applicable OAC rules will apply with respect to confidentiality of information and any use or redisclosure of information provided to it, with venue solely in Franklin County, Ohio.
- C. AREA agrees and acknowledges that because information provided by ODJFS includes information that is confidential under federal and state law--if either party, as a public entity, receives a public records request for information related to this Agreement, the party that receives the request (Party A) will promptly notify the other party (Party B) of the request. If Party B believes there is information that is confidential or proprietary and should not be released, Party A will provide a reasonable period of time for Party B to remove the confidential or proprietary information from the document prior to releasing the document.

ARTICLE VI – SECURITY PROCEDURES

- A. AREA will restrict access to the information provided by this Agreement to only authorized employees and officials of the AREA who will be assigned tasks specifically for the purpose described in this Agreement.
1. Further, the LWDB may only grant access to their own respective employees and may not grant access to individuals who are not under their direct authority and control, such as staff members of local area partners who work on site in OhioMeansJobs Centers. In order for individuals who are employed by partner programs to receive data, the entity that administers the partner program must execute its own data-sharing agreement with ODJFS.
 2. With respect to local service providers who are subrecipients of the Chief Elected Officials or LWDB, the Chief Elected Officials may execute data-sharing agreements with these entities to receive the data as "agents" of the Chief Elected Officials. Prior to the execution of any such agreements, the Chief Elected Officials must receive written approval from ODJFS pursuant to Article VII, Section B. When the service providers are subrecipients of the LWDB only, the LWDB must be a party to the agreements. ODJFS may execute data-sharing agreements directly with the subrecipients or to amend this Agreement to include the subrecipient(s) as parties. In any case, the Chief Elected Officials will be responsible for the subrecipient(s) use of ODJFS data.
- B. AREA will provide ODJFS with a list of individuals who have authority (by position) to request information authorized by this Agreement.
- C. AREA will provide the ODJFS Agreement Manager with the point of contact and the name, title, telephone number, and email address for each staff member who will be authorized to access the ODJFS data provided under this Agreement. AREA must also submit a completed and signed ODJFS Personal Confidentiality Statement, included as Attachment A, to this Agreement, for each identified staff member who will be authorized to access the ODJFS data. In the event that an authorized staff member is reassigned and no longer needs access to the ODJFS data, AREA will ensure that the staff member is immediately notified that the authorization to receive the ODJFS data is revoked and that any ODJFS data in the staff member's possession is immediately and effectively destroyed per Article IV of this Agreement. AREA will notify the ODJFS Agreement Manager within 10 days of the date of access revocation. ODJFS reserves the right to request an updated list of authorized individuals when there is a change in staff members authorized to access the ODJFS data.

- D. AREA will store the information provided by ODJFS under this Agreement in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use.
- E. AREA will process the information provided by ODJFS under this Agreement and any records created from the information under the immediate supervision and control of authorized personnel. The information will be processed and utilized in a manner that will protect the confidentiality of the information and stored in such a way that unauthorized persons cannot retrieve any such information by computer, remote terminal or other means.
- F. AREA will advise all staff members who will have access to the information and to any records created from the information of its confidential nature, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws. AREA will further ensure that all such staff members participate in ODJFS training on the roles and responsibilities of individuals who access the ODJFS data files provided under this Agreement, including confidentiality and security measures needed. ODJFS will provide details of the training events as they are scheduled.
- G. AREA will allow ODJFS to make onsite inspections to ensure compliance with federal and state data-protection standards.
- H. AREA will not disclose information obtained from ODJFS, except pursuant to the applicable provisions of the federal and state rules cited in Article V, Section B, and with the terms of this Agreement.
- I. AREA will immediately notify the ODJFS Agreement Manager of any suspected or actual violation of the terms of this Agreement.
- J. AREA, if responsible for a breach of ODJFS data security, will act in compliance with Ohio law at the time of the breach.
- K. If at any time AREA receives ODJFS data files that include data for counties outside of the local area or data elements that are not listed in this Agreement, AREA will immediately notify the ODJFS Agreement Manager and will effectively destroy the data files received in error within 3 days.

ARTICLE VII – RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

AREA agrees to the following limitations on the access to, and disclosure and use of, the information provided by ODJFS.

- A. AREA will use the data supplied by ODJFS only for purposes of this Agreement, and only to the extent necessary.
- B. AREA will not duplicate or distribute any information provided by ODJFS to another party without prior written authority from ODJFS. Such permission will not be given unless the redisclosure is permitted or required by law and essential to the conduct of the activities under this Agreement.
- C. AREA will not disclose information obtained from ODJFS except pursuant to the applicable provisions of federal and state laws and regulations pertinent to UI confidential information and to the terms of this Agreement.
- D. AREA will not disclose information provided in any manner that would reveal the identity of an individual or employing unit to persons unauthorized to access the information by either direct or indirect means.

ARTICLE VIII – TERM OF AGREEMENT

- A. Upon approval by the Director of ODJFS and AREA, this Agreement will be in effect upon the signature of the ODJFS Director and will remain in effect through June 30, 2021, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date.
- B. The Confidentiality provisions of this Agreement will survive the termination of this Agreement.

ARTICLE IX - COST OF DATA PREPARATION

The parties agree that the exchange of information under this Agreement will support the continuous improvement of the workforce services and activities delivered under the direction of the LWDB, which will benefit all parties, therefore the exchange of information shall be conducted with no reimbursement to the parties to this Agreement.

ARTICLE X - SUSPENSION AND TERMINATION

- A. Upon thirty (30) days written notice, either party may terminate this Agreement.
- B. Notwithstanding Section A of this ARTICLE, ODJFS may suspend or terminate this Agreement immediately, upon delivery of written notice to AREA in the event of: disapproval by a federal administrative agency; if ODJFS discovers any illegal conduct on the part of AREA; or if there is any breach of the confidentiality provisions of this Agreement.
- C. In the event of changes in state or federal law or regulations occur that render data sharing hereunder illegal, void, impracticable or impossible, this Agreement will terminate immediately.
- D. Notice of termination or suspension under either Section A or B of this ARTICLE must be sent to the Deputy Director of the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215; and to the representative of AREA at the address appearing on the signature page of this Agreement.

ARTICLE XI - BREACH OR DEFAULT

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- B. If either party fails to perform an obligation under this Agreement and thereafter such failure is waived by the other party, such waiver will be limited to the particular occurrence of failure and will not be deemed to waive subsequent failures hereunder. Waiver by either party will not be effective unless it is in writing and is signed by both the ODJFS Director and the AREA Director.

ARTICLE XII – RESOLUTION OF DISPUTES

ODJFS and AREA agree that the ODJFS Director or designee and the Chief Elected Officials or designee will resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this Agreement.

ARTICLE XIII - AMENDMENTS

Any amendment to this Agreement must be in writing and must be signed by the ODJFS Director and by the AREA representatives identified in this Agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE XIV - LIMITATION OF LIABILITY: DUTIES OF THE PARTIES

To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, AREA agrees to be responsible for any liability directly related to any and all acts of negligence by AREA.

ARTICLE XV - CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL AREA 8**

Signature Page

D-2021-15-0279

The parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Area 8
220 West Livingston Street, Room B272
Celina, Ohio 45822

Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Dennis Hirt Date
Chairman Area 8 Workforce Development Board

Kimberly L. Hall, Director

 7/25/19

Doug Spencer Date
Auglaize, County Board of Commissioners

Date

John Folk, Director Date
Hardin County Department of Job & Family Services
Supervisor of Hardin OhioMeansJob Center

Thad Lichtensteiger Date
Van Wert County Board of Commissioners

Angela Nickels, Director Date
Mercer County Department of Job & Family Services
Hardin OhioMeansJobs

Art Swain, Chairman Date
WIOA Ohio Area 8 Workforce Development Board

Roger Crowe Date
Hardin County Board of Commissioners

Erinn Sellers, Director Date
Van Wert County Department of Job & Family Services
Supervisor of Van Wert OhioMeansJobs

 7-9-19

Michael Morrow, Director Date
Auglaize County Department of Job & Family Services
Supervisor of Auglaize OhioMeansJobs Center



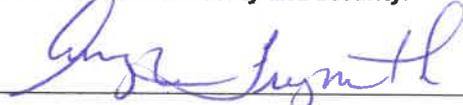
PERSONAL CONFIDENTIALITY STATEMENT

I, Amy Freymuth, am an agent/employee of Auglaize County DJFS (hereinafter referred to as "Public Official" as that term is defined in Title 20, Part 603.2 of the Code of Federal Regulations (CFR), has entered into an agreement with the Ohio Department of Job and Family Services (ODJFS) to obtain ODJFS information considered confidential. I understand that in the course of my employment I may have access to the confidential information. Therefore, with respect to any confidential information furnished by ODJFS, I acknowledge and agree to abide by the terms of the above-cited agreement, which is incorporated hereto by reference, and further declare:

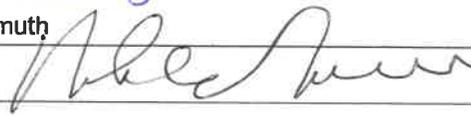
1. I will access and use the confidential information only as is necessary to perform work specifically for purposes described in the agreement between ODJFS and Public Official and will do so in compliance with all applicable provisions of state and federal laws, Unemployment Insurance laws and laws that pertain to confidential information, including those identified in the agreement between ODJFS and Public Official.
2. I will store the confidential information only on my employer's premises in an area that is physically safe from access by unauthorized persons at all times.
3. I will process the information and any records created from the information in a manner that will protect the information from unauthorized access or disclosure by direct, indirect means, or any means.
4. I will immediately notify my supervisor of any suspected or actual violation of confidentiality—as required under the terms of the agreement between ODJFS and my employer. I understand that my employer will provide me with the contact information to notify the ODJFS Agreement Manager.
5. I will ensure that my personal access codes (e.g., username, password, etc.), computer equipment, disks and offices in which the confidential data may be kept are secured from access by other individuals.
6. I will verify that any individuals who request the confidential ODJFS information are authorized to receive it.
7. I will comply with procedures for the timely destruction of the data if that responsibility is assigned to me.
8. I understand that if I knowingly and intentionally violate any confidentiality provisions, my access to the confidential ODJFS information will immediately be suspended or terminated. I further acknowledge that if I knowingly and intentionally disclose confidential ODJFS information, I may be subject to a fine and/or imprisonment under Section 4141.99 of the Ohio Revised Code.

By signing below, I acknowledge that I have read and expressly understand the confidentiality requirements with respect to ODJFS information, as well as the possible penalties for failure to comply. I expressly agree to adhere to all the requirements prescribed herein.

By approving this form, the supervisor certifies that he/she will monitor the employee's use of the information to ensure its confidentiality and security.

Signature:  Date: 7-11-19

Printed Name: Amy Freymuth

Supervisor's Signature:  Date: 7-16-19

Supervisor's Printed Name: Michael Morrow

Unit/Location: Auglaize County Ohio Means Jobs, 13093 Infirmery Road 3rd Floor, Wapakoneta, Ohio

IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE SPECIAL SESSION OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2019.

Commissioner 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 session on Friday, July 26, 2019 from 1:00 p.m. – 3:00 p.m. to attend the 10-County Luncheon at Bistro off Broadway in Greenville, Ohio or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Friday, July 26, 2019 from 1:00 p.m. – 3:00 p.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special sessions for said Board; and,

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

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: newspapers
✓✓✓✓

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th of July, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

Family & Children First Council Fund:

Amount:	From:	To:
\$ 144.42	938.0938.530600 (F&CF Contract Services)	938.0938.510200 (F&CF Salary)

Permanent Improvement Fund:

Amount:	From:	To:
\$117,000.00	041.0041.550100 (Projects)	041.0041.550200 (Land)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustment as mentioned above.

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: County Auditor
- ✓ JFS Director
- ✓ County Administrator

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Auglaize County Job & Family Services Director to increase the 2019 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the WIOA Fund:

Increase 035.0035.530601 (Contract Services - Adult) by \$70,000.00;
Increase 035.0035.530603 (Contract Services -Youth) by \$80,000.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2019 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: County Auditor
- ✓ County Administrator
- ✓ JFS Director

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY SHERIFF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2019, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2019 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 (919) Sex Offender Registry Fund by \$200.00; and,

WHEREAS, Auglaize County Sheriff requested that the Board amend the 2019 Annual Appropriation to reflect the following increase:

Increase 919.0919.531000 (Sex Offender Registry) by \$200.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2019 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this
25th day of
July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: County Auditor
- County Administrator
- Sheriff

County Commissioners' Office
Auglaize County, Ohio
July 25, 2019

No: 19-313

IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th day of July, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a \$400,000.00 grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and,

WHEREAS, the following private rehab project is ready to proceed:

Applicant: Christopher L. Doseck	106 Ridge Street, Buckland, OH
Project Cost: \$41,492.00	(HOME funds) B-C-18-1AF-2
(Private Rehab)	
Contractor: Heise General Contracting LLC	

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing project as noted above.

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

Adopted this 25th day
of July, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Poggemeyer Design Group
Clerk Esther Leffel