

County Commissioners Office  
Auglaize County, Ohio  
July 6, 2017

NO. 17-279

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

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, 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>
415914	\$ 214.76	Delta Airport Consultant
415920	\$ 522.44	Amanda Seigle
415958	\$ 395.59	Griffin Pavement Striping, Inc.
415958	\$ 537.00	Griffin Pavement Striping, Inc.
415958	\$ 7,516.41	Griffin Pavement Striping, Inc.

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

Adopted this  
6th day  
July, 2017

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

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS TO EXECUTE THE PROJECT LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR GLYWOOD ROAD BRIDGE REHABILITATION PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County has received a loan from Ohio Public Works Commission (OPWC), in the amount of \$230,000.00 for the sole and express purpose of financing or reimbursing costs of the Glywood Road Bridge Rehabilitation project; and,

**WHEREAS**, County Engineer Doug Reinhart has presented to the Board of County Commissioners a project loan agreement for this OPWC grant, requesting that the Board approve the agreement and authorize the President of the Board to execute same.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby approve the project loan agreement between Auglaize County and Ohio Public Works Commission for a loan of \$230,000.00 to be used for the Glywood Road Bridge Rehabilitation Project; and,

**BE IT FURTHER RESOLVED** that said Board authorizes John N. Bergman, as President of the Board of County Commissioners to execute the project loan agreement as presented.

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

Adopted this  
6th day of  
July, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	, <u>yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	, <u>yes</u>
Douglas A. Spencer	
<u>Don Regula</u>	, <u>yes</u>
Don Regula	

✓cc: County Engineer  
✓ OPWC

**OHIO PUBLIC WORKS COMMISSION**

**PROJECT LOAN AGREEMENT**

**STATE CAPITAL IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Loan Agreement (this "Agreement") is entered into **July 1, 2017** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Auglaize County, Auglaize County** (hereinafter referred to as the "Recipient"), located at **209 South Blackhoof Street, Wapakoneta, OH 45895-**, in respect of the project named **Glywood Road Bridge Rehabilitation**, and as described in Appendix A of this Agreement to provide an amount not to exceed **Two Hundred Thirty Thousand Dollars (\$230,000)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **011-00011**

OPWC Project Loan Control No. **CM29U**

WHEREAS, to implement the policies set forth in Section 2m, Article VIII of the Ohio Constitution, and in Chapter 164 of the Revised Code, the General Assembly, pursuant to Section 164.02 of the Revised Code, created the Ohio Public Works Commission;

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, Sections 164.05 and 164.06 of the Revised Code permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement; and

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.06 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

**SECTION I. Definitions and General Provisions.** The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates an other or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.06 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section VI hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a "governmental unit," as such term is used in Sections 141 and 148 of the Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION II. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient financial assistance not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

SECTION III. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION IV. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. Such Notice will not be issued until the Director is assured that the Recipient has complied with the Recipient's responsibilities concerning OEPA plan approval, when applicable. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION V. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION VI. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the Recipient uses the reimbursement method.

- A. Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.
- B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section VI. B. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate payment in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. The Project Manager's certification pursuant to Section VI. B. of this Agreement;
4. The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.
- D. Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.
- E. Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section II hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION VII. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION VIII. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- A. Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds pursuant to division (D) of Section 164.05 of the Revised Code and Rule 164-1-21 (B)(6) of the Administrative Code.
- B. Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION IX. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

- A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;
- B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;
- D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;
- E. Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;
- F. Use of Project.
  - 1. General. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
  - 2. Management Contracts. The Recipient agrees that from the date hereof until the date on which none of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, remain outstanding (the "Agreement Term"):
    - a. The Recipient will not contract with any Private Person to manage the Project or any portion thereof unless all of the following conditions are met: (A) at least 50% of the compensation of the Private Person is based on a periodic, fixed fee that contains no incentive adjustments, and no amount of compensation is based on a share of net profits; (B) the compensation is reasonable in relation to the services performed; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the contract for computing increases; and (F) any new contract with a Private Person which is subject to this subparagraph F.2. will be subject to the requirements of (A) through (F) of this subparagraph F.2.a.; and
    - b. If the Recipient is subject to subparagraph F.2.a. above and it enters into contracts with Private Persons described in subparagraph F.2.a., and the Governing Body of the recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. If the Governing Body of the Recipient numbers less than five (5), no member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. Similarly, if the Governing Body of the Private Person numbers five (5) or more members, no more than one (1) of those members may be an employee or member of the Governing Body of the Recipient. However, in no event may a member or employee of both the Recipient and Private Person be the Chief Executive Officer or its equivalent of the Recipient or the Private Person. Members of the Governing Body of the Recipient may not own a controlling interest in the Private Person.
  - 3. Contracts Concerning Use of Project. The Recipient agrees that during the Agreement Term it will not contract with any Private Person for use of the Project or any portion thereof or the facility or facilities of which the Project is a part for any Private Business Use unless all of the conditions of subparagraph F.3.a., subparagraph



F.3.b. or subparagraph F.3.c. are met:

- a. If the compensation of the Private Person is based entirely on a periodic, fixed fee that contains no incentive adjustments, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract term; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph F.3.a. will be subject to the requirements of (A) through (F) of this subparagraph; or
- b. Where the compensation of the Private Person is based in whole or in part on a percentage of gross income or other measure, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed two (2) years; (D) the Recipient is able to cancel the contract without penalty or cause by giving the Private Person 90 days notice; (E) any automatic increases in that portion of the compensation that is a periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph F.3.b. will be subject to the requirements of (A) through (F) of this subparagraph; and
- c. If the Recipient is subject to the subparagraphs F.3.a. or F.3.b. and it enters into contracts with Private Persons described in those subparagraphs and the Governing Body of the Recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be the Private Person referred to in subparagraphs F.3.a. or F.3.b., a related person (as described in Section 144(a)(3) of the Code), an employee of such Private Person, or a member of the Governing Body of such Private Person, provided such member is not the Chief Executive Officer or its equivalent of the Recipient. If the Governing Body or the Recipient numbers less than five (5) members, no member may be such Private Person or an employee of such Private Person or a member of its Governing Body.
- d. The Recipient may depart from any of its agreements contained in subparagraphs F1 through F3 if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

G. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II hereof:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;
2. All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;
3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
4. The Recipient may depart from any of its agreement contained in subparagraph 3 if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion

of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

- H. General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;
- I. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section II of this Agreement to fund the Project to completion;
- J. Construction Contract.
  - 1. Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Section 164.05(A)(6) of the Revised Code;
  - 2. Domestic Steel. The Recipient shall use and cause all of its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Section 153.011 of the Ohio Revised Code;
  - 3. Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
  - 4. Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
  - 5. Construction Bonds. In accordance with 153.54, et. seq. of the Ohio Revised Code, the recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract;
  - 6. Insurance. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance; and
  - 7. Supervision. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- K. Minority Business Enterprise. The Recipient shall comply with the minority business requirements pursuant to Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code when making direct purchases of equipment, materials or supplies.

SECTION X. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION XI. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and

specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION XII. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION XIII. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION XIV. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION XV. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION XVI. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION XVII. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION XVIII. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION XIX. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION XX. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION XXI. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.


SECTION XXII. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **CM29U** as of the date first written above.

RECIPIENT

GRANTOR

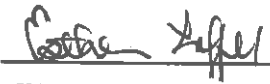
STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

  
\_\_\_\_\_  
Hon. ~~Donald XXXX Regala~~, Auglaize County  
Commissioners John N. Bergman

By:   
\_\_\_\_\_  
Michael Miller, Director

Auglaize County  
209 South Blackhoof Street  
Suite 201  
Wapakoneta, OH 45895

Ohio Public Works Commission  
65 East State Street  
Suite 312  
Columbus, OH 43215

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

APPROVED  
FINANCE & ADMINISTRATION  


## APPENDIX A

### PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) **PROJECT NAME: Glywood Road Bridge Rehabilitation**

b) **SPECIFIC LOCATION: The project will take place on Glywood Road river bridge over St. Marys River, one quarter mile east of the St. Marys River Road in Section 27, Noble Township, Auglaize County, Ohio.**

**(Project Location Zip Code - 45885-)**

c) **PROJECT TYPE; MAJOR COMPONENTS: The existing bridge is a 130' steel truss. The asphalt on the deck and corrugated metal decking will be removed. The contractor will then remove and replace all floor beams and stringers with galvanized steel. The project will be completed by placing asphalt over the decking. See engineer's estimate in project application for approved bid items and quantities.**

d) **PHYSICAL DIMENSIONAL CHARACTERISTICS: The bridge length is 130' by 26' wide.**

**APPENDIX A**  
**Page 2**

2) PROJECT SCHEDULE:

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Final Design	11/01/2016	02/28/2017
Bidding Process	06/01/2017	07/15/2017
Construction	08/01/2017	11/15/2017

Construction must begin within 30 days of the date set forth herein for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

## **APPENDIX B**

### **PROJECT ADMINISTRATION DESIGNATION**

The Project Administration Designation required by Section VI.A. of this Agreement, and in accordance with the definitions set forth in Section I of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

- 1.) **Hon. Donald Regula/Auglaize County Commissioners** to act as the Chief Executive Officer;
- 2.) **Janet Schuler/Auglaize County Auditor** to act as the Chief Fiscal Officer; and
- 3.) **Douglas Reinhart, P.E.,P.S./County Engineer** to act as the Project Manager.

**Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.**

## APPENDIX C

### FINANCIAL ASSISTANCE IN THE FORM OF A LOAN

**Article 1.1. Determinations of Director.** Pursuant to the Act and Section II of the Agreement and subject to the remaining terms and provisions of the Agreement and all Appendices thereto, the Director hereby determines that the financial assistance to be provided by the OPWC to the Recipient is in compliance with the Act and is provided to the Recipient for the sole and express purpose of financing the Eligible Project Cost and/or reimbursing the Recipient for such Eligible Project Cost.

**Article 2.1. Definitions.** All of the capitalized terms contained in this Appendix shall have the same meanings as defined in the Agreement unless otherwise defined herein and shall be in addition to any other terms defined herein:

- (a) "**Agreement**" means the Project Agreement by and between the OPWC and the Recipient and all appendices thereto which are attached to the Agreement and made a part thereof and incorporated by reference in this Appendix.
- (b) "**Eligible Project Costs**" means such portion of the Project costs disbursed and loaned from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.
- (c) "**Project**" means the Capital Improvement Project described in Appendix A of the Agreement.
- (d) "**Repayment Amount**" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.
- (e) "**Term**" means the period in which the Agreement shall be in full force and effect, commencing on the date hereof and continuing until the next January 1 or July 1 following completion of construction of the Project or until the January 1 or July 1 following the day in which the obligations of the Recipient hereunder have been fully satisfied, whichever date is later.
- (f) "**Note**" means the promissory note provided to the Chief Financial Officer of record.
- (g) "**Utility**" means the Project if the Project is or upon completion of construction of the Project, will be a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

**Article 3.1. The Loan.** On the terms and conditions of the Agreement which are incorporated herein and made a part hereof, the OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed **Two Hundred Thirty Thousand Dollars (\$230,000)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs (the "Loan"). The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section VI of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

**Article 3.2.** In the event the Project to be constructed hereunder is or will be a Utility, the Recipient hereby agrees to the following:

- (a) It shall at all times prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
- (b) It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
- (c) It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

**Article 3.3.** The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing herein shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of



the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first fifteen (15) days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the first day of July or the last business day of January. The Director at his sole discretion may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations hereunder.

Article 3.4. The Recipient shall pay the Local Subdivision Contribution as provided in Section VIII of the Agreement and Appendix D. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended from time to time. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix D, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

Article 3.5. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient's Local Subdivision Contribution shall be increased by an amount equal to the difference between the final cost of the Project and the estimated cost of the Project.

Article 3.6. Subject to the terms and conditions of the Agreement, the Eligible Project Costs shall be paid by the OPWC not to exceed the amount established in the Agreement. In the event the Agreement is terminated by the OPWC pursuant to, but not in breach of, the provisions of the Agreement, or by subsequent agreement of the parties, or in the event the Agreement is terminated by the Recipient, whether or not in breach of the Agreement, the Eligible Project Costs incurred in connection with the construction of the Project shall be paid by the Recipient and the OPWC shall be released from paying the Eligible Project Cost. Any moneys paid to the OPWC by the Recipient under the provisions of this Section shall be repaid in not more than one (1) year after termination with interest on the remaining balances at the Default Interest Rate.

Article 3.7. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if he reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

Article 3.8. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

Article 3.9. If prior to the completion of the Term the Project shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient pursuant to Article 3.2 hereof, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

Article 3.10. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

- (a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
- (b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer of the Recipient that the Recipient has complied with either paragraph

(a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the OPWC.

**Article 3.11.** The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

- (a) The Recipient shall fail to make any payment to the OPWC of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
- (b) The Recipient shall fail to observe and perform any obligations, agreements or provisions of the Agreement all Appendices thereto, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OPWC.

**Article 3.12.** Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided herein, the Note, by law or otherwise:

- (a) The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at eight percent (8%) per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
- (b) The Director may in his sole and complete discretion and in accordance with Section 164.05 of the Revised Code, direct the county treasurer of the county in which the Recipient is located to pay the amount of any default hereunder from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Sections 5747.51 to 5747.53 of the Revised Code.
- (c) The OPWC shall be released from any and all obligations to Recipient hereunder.
- (d) The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

**Article 3.13.** No right or remedy conferred upon the OPWC under Article 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

**Article 3.14.** Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in Article 3.3.

#### **Joint Funded Project with the Ohio Department of Transportation**

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections IV, VI. A., VI. B., VI. C, and VII of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in this Appendix.

**APPENDIX D**

**LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND  
EXPENSES SCHEME AND DISBURSEMENT RATIO**

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 0% of the total Project Cost. The OPWC participation percentage shall be 100%. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) <u>PROJECT FINANCIAL RESOURCES:</u>	
i) Local In-kind Contributions	\$0
ii) Local Public Revenues	\$0
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT/FHWA	\$0
- OEPA	\$0
- OWDA	\$0
- CDBG	\$0
- Other _____	\$0
 SUBTOTAL	 <u>\$0</u>
 v) OPWC Funds:	
- Loan	\$230,000
 SUBTOTAL	 <u>\$230,000</u>
 TOTAL FINANCIAL RESOURCES	 <u>\$230,000</u>
 b) <u>PROJECT ESTIMATED COSTS:</u>	
i) Project Engineering Costs:	
- Preliminary Engineering	\$0
- Final Design	\$0
- Construction Administration	\$0
ii) Right-of-Way	\$0
iii) Construction Costs	\$230,000
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$0
vi) Construction Contingencies	\$0
 TOTAL ESTIMATED COSTS	 <u>\$230,000</u>

**OHIO PUBLIC WORKS COMMISSION  
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION**

DISBURSEMENT REQUEST NUMBER: \_\_\_\_\_

Statement requesting the disbursement of funds from the OPWC pursuant to Section VI of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and **Auglaize County, (011-00011), Auglaize County** (the "Recipient"), dated **July 1, 2017**, for the sole and express purpose of financing the capital improvement project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as **Glywood Road Bridge Rehabilitation, CM29U (LOAN)**.

<b>EXPENDITURES PROGRESS:</b>	(1) <u>AS PER AGREEMENT</u>	(2) <u>PRIOR DISBURSED</u>	(3) <u>AS PART OF THIS DRAW</u>	(4) <u>PAID TO DATE (Column 2 + 3)</u>
<b>A) Project Engineering Costs</b>				
1) Preliminary Engineering	\$0	\$ _____	\$ _____	\$ _____
2) Final Design	\$0	\$ _____	\$ _____	\$ _____
3) Construction Administration	\$0	\$ _____	\$ _____	\$ _____
<b>B) Right-of-Way</b>	\$0	\$ _____	\$ _____	\$ _____
<b>C) Construction Costs</b>	\$230,000	\$ _____	\$ _____	\$ _____
<b>D) Materials Purchased Directly</b>	\$0	\$ _____	\$ _____	\$ _____
<b>E) Permits, Advertising, Legal</b>	\$0	\$ _____	\$ _____	\$ _____
<b>F) Construction Contingencies</b>	\$0	\$ N/A	\$ N/A	\$ N/A
<b>G) Totals</b>	<b>\$230,000</b>	\$ _____	\$ _____	\$ _____

<b>FINANCING PROGRESS:</b>	(1) <u>AS PER AGREEMENT</u>	(2) <u>PRIOR DISBURSED</u>	(3) <u>AS PART OF THIS DRAW</u>	(4) <u>USED TO DATE (Column 2 + 3)</u>
<b>H) OPWC Funds</b>	<b>\$230,000</b>	\$ _____	\$ _____	\$ _____
<b>I) Local Share</b>				
1) In-kind Contributions	\$0	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$0	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
<b>J) Other Public Revenues</b>				
1) ODOT/FHWA	\$0	\$ _____	\$ _____	\$ _____
2) OEPA	\$0	\$ _____	\$ _____	\$ _____
3) OWDA	\$0	\$ _____	\$ _____	\$ _____
4) CDBG	\$0	\$ _____	\$ _____	\$ _____
5) Other _____	\$0	\$ _____	\$ _____	\$ _____
<b>K) Total Local and Other Public Revenues</b>	<b>\$0</b>	\$ _____	\$ _____	\$ _____
<b>L) Totals ( H+K for each column )</b>	<b>\$230,000</b>	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Is this the final request for disbursement of OPWC funds? .....        YES        NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix D of the Project Agreement, your minimum Percentage Contribution is 0% of the total project cost.

-----  
**AUTHORIZED CERTIFICATIONS**

**Changes to project officials must be submitted in writing.**

**PROJECT MANAGER CERTIFICATION:**

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated \_\_\_\_\_%.

\_\_\_\_\_  
Douglas Reinhart, P.E., P.S./County Engineer                      Date     /     /                          Phone (     ) -           

**CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:**

Pursuant to Section VI. B. and VI. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Janet Schuler/Auglaize County Auditor  
CFO Phone: (     ) -           

\_\_\_\_\_  
Hon. Donald Regula/Auglaize County Commissioners

Subdivision Name: Auglaize County Auglaize County  
Project Name: Glywood Road Bridge Rehabilitation  
OPWC Control No.: CM29U (LOAN)  
Project Manager: Douglas Reinhart, P.E., P.S./County Engineer

Disbursement Request # \_\_\_\_\_

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION:**

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

OPWC Use Only	Accounting: _____
Approval by: _____	Auditor: _____
Date: ____/____/____	

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE COUNTY ADMINISTRATOR.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

Commissioner Spicer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 3, 2017, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2017 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 (091) FAA 16-2014 Crack, Seal Runway Fund by \$537.00; and,

**WHEREAS**, County Administrator, Erica Preston, requested that the Board amend the 2017 Annual Appropriation to reflect the following increase:

**Increase – 091.0091.530600 (Construction) by \$537.00**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2017 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this  
6th day of  
July, 2017

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  
County Administrator

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

**Recorder's Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 2,012.65	025.0025.530600 (Contract Services)	025.0025.530300 (Supplies)

**16-2014 Crack, Seal Runway Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 108.41	091.0091.531100 (Administration)	091.0091.530600 (Construction)
\$ 214.76	091.0091.531100 (Administration)	091.0091.530601 (Planning)

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

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

Adopted this  
6th day of  
July, 2017

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:  Auditor
- County Administrator
- Recorder



**IN THE MATTER OF APPROVING THE PROGRAM YEAR 2017/2019 SUB-GRANT AGREEMENT AND CAREER SERVICES PROVIDER WITH OHIO AREA 8 WORKFORCE DEVELOPMENT BOARD (WDB) AND AREA 8 CHIEF ELECTED OFFICIALS CONSORTIUM; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

Commissioner Spencer the adoption of the following:

**RESOLUTION**

**WHEREAS**, Matt Kinkley, Director of the Area 8 Workforce Development Board (WDB) presented an sub-grant agreement between Ohio Area 8 Workforce Development Board, referenced herein as (“WDB”) and the Area 8 Chief Elected Officials Consortium, referenced herein as (“Consortium”), and addresses the Career Services Provider responsibilities for Auglaize County, Ohio, which was awarded to Auglaize County Department of Job and Family Services (“JFS”) after competitive procurement by WDB. This Agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with such services throughout Ohio Area 8; and,

**WHEREAS**, this sub-grant Agreement shall be in effect from July 1, 2017 and shall be in effect for two (2) years, through June 30, 2019, unless otherwise amended prior to the expiration date. This contains the option of one two-year extension at the discretion of WDB and Consortium.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Sub-grant Agreement and addresses the Career Services Provider responsibilities for Auglaize County, Ohio with Ohio Area 8 WDB and Area 8 Chief Elected Officials Consortium; and,

**BE IT FURTHER RESOLVED** that the Board does authorize the President of the Board, to execute said Sub-grant Agreement with the Career Services Provider responsibilities for Auglaize County, Ohio as presented to the Board of County Commissioners; and,

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

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

Adopted this  
6th day of  
July, 2017

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: Auglaize County Job and Family Services
- ✓ WIOA – Matt Kinkley
- ✓ Hardin County
- ✓ Mercer County
- ✓ Van Wert County

Sub-Grantee: Auglaize County, Ohio

**PROGRAM YEAR 2017/2019 SUB-GRANT AGREEMENT  
&  
CAREER SERVICES PROVIDER**

This Agreement, entered into by and between the Ohio Area 8 Workforce Development Board (hereinafter "WDB") and the Area 8 Chief Elected Officials Consortium (hereinafter "Consortium") and the Chief Elected Officials of Auglaize County (hereinafter "Sub-Grantee"), hereby establishes a Grantee/Sub-Grantee relationship between Area 8 and Sub-Grantee. Further, this Agreement addresses the Career Services Provider responsibilities for Auglaize County, Ohio, which was awarded to Auglaize County Department of Job & Family Services ("JFS") after competitive procurement by WDB. This Agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with such services throughout Ohio Area 8.

All entities receiving United States Department of Labor (USDOL) Employment and Training Workforce Innovation and Opportunity Act (WIOA) funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and OMB Uniform Guidance, and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures, whether discovered through monitoring or auditing activities or self-reported, shall be resolved through procedures developed by WDB. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

The Board of Commissioners of Mercer County, Ohio serves as fiscal agent for all of Area 8. Area 8's sub-grantees shall submit requests for funds to Mercer County Commissioners ("Fiscal Agent") via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, Area 8's sub-grantees shall submit the requests for funds in the CFIS Web WIOA state system. Fiscal Agent shall then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS shall send an electronic funds transfer for a single amount of money to Fiscal Agent. Fiscal Agent shall then segregate and disburse the funds by sub-grantee according to the CFIS Web WIOA draw requests. Sub-Grantee shall deposit its funds received from Area 8 into a separate WIOA account/fund within the county.

Fiscal Agent shall track Sub-Grantee's expenditures against the program dollars allotted. The area shall operate on a cost-reimbursement system that is compliant with 29 CFR 97.21 and the OMB Uniform Guidance. At the point in which Sub-Grantee reaches its ceiling for the year, Fiscal Agent shall cease to disburse funds to Sub-Grantee. As a result, WDB shall remain informed of spending patterns and make any necessary policy recommendations.

WDB may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes for which it has authority, which may include, but is not limited to, WIOA formula funds, Comprehensive Case Management Employment Program (CCMEP), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program

funds, Comprehensive Case Management Employment Program (CCMEP), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program (OWIP), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other special project funds. Any such funds, less Area 8 administrative costs, shall be transmitted to Sub-Grantee through the Area 8 Fiscal Agent only after WDB (via the Area 8 Fiscal Agent) has sent an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system. See Attachment A with regard to Funding.

These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

## **I. DUTIES OF THE AREA 8 WORKFORCE DEVELOPMENT BOARD**

Under this agreement, WDB shall be the awarding entity. WDB shall notify Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

WDB shall be responsible for:

### **1. Planning**

Prepare a strategic direction for Area 8 that is compliant with the Workforce Innovation and Opportunity Act to do the following:

- A. Assess the general workforce needs of the area
- B. Negotiate performance standards for the area with the state
- C. Set goals and parameters for meeting performance standards and continuous improvement
- D. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects
- E. Encourage and participate in regional planning efforts
- F. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within Area 8

### **2. Policy Development**

Develop and maintain policies and processes for the following:

- A. Administration of WIOA Programs in Area 8
  - a. Public records requests
  - b. Waivers to Area 8 policy and sub-grantee policy and process guidelines
  - c. Record retention

- g. Complaint and hearing procedures
- h. One-stop Memorandum of Understanding (MOU)
- B. Financial Administration of WIOA Programs
  - a. Annual expenditure rate requirements
  - b. Transfers of funds (voluntary releases, reallocations, and “friendly transfers” between Area 8’s member counties)
  - c. Procurement, requests for proposals (RFP), and contracting guidelines
  - d. Audits and other financial monitoring
  - e. Rapid Response and/or funding special or non-formulary projects
- C. Programs, Services, and Activities for WIOA Adults and Dislocated Workers
  - a. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test
  - b. Career services, including supportive services
  - c. Training services, including Individual Training Accounts (ITA) and on-the-job training (OJT)
  - d. Follow-up and post placement services
  - e. Limited funds for WIOA Adult funding, and the priority of service when a declaration of limited funds has been made by the area
  - f. Veterans’ priority of service
  - g. Eligible training providers
- D. Programs, Services, and Activities for WIOA Youth
  - a. Definitions relevant to Youth for eligibility purposes
  - b. Youth work experience, including the requirements in WIOA for at least 20 percent of WIOA Youth funds to be spent on work experiences
  - c. Background checks
  - d. Youth provider procurement and approval processes
- E. Employer Services and Business Relations Services
  - a. Incumbent Worker Training (IWT)
  - b. Processing job orders and the use of OhioMeansJobs.com as a business tool
  - c. Drug testing

### **3. Governance and Compliance**

- A. General Board Oversight
  - a. Allocation and reallocation of funds (see also Section 4: Financial)
  - b. Complaint procedures and programmatic hearings
  - c. Oversight, management, and compilation of the local area (Area 8) MOU and dealing with MOU impasse situations
  - d. OhioMeansJobs center system structure
  - e. Selection, designation, and certification of Area 8 member counties’ comprehensive and affiliate OhioMeansJobs centers
  - f. Selection of one-stop operator(s)
  - g. Development and submission of local and regional plans
  - h. Research and analysis of local and regional labor markets

- i. Lead efforts to engage employers, establish career pathways, and promote promising practices and initiatives to meet workforce needs
  - j. Approve youth service providers and vendors
  - k. Negotiation of local performance measures
  - l. Other relevant topics required of WDB under WIOA
- B. Sub-Grant Agreements
- a. Develop format
  - b. Facilitate distribution and signing
  - c. Modify as necessary, at least every two (2) years
  - d. Maintain and ensure compliance of the parties within the agreement
- C. Board Compliance
- a. Establish by-laws in conjunction with the Consortium
  - b. Establish policies necessary for board administration and WIOA program operation
  - c. Coordinate with the Consortium regarding the identification and nomination of members to WDB to ensure membership compliance

#### 4. Financial

- A. Approve allocation formula methodology for sub-grantees
- B. Administer process for reallocation within Area 8
- C. Monitor fiscal functions of sub-grantees
- D. Run reports, as needed for oversight of Area 8 and sub-grantee operation
- E. Prepare budget for WDB operation and administration
- F. Ensure cash management principles are followed by Fiscal Agent
- G. Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIOA and ODJFS
- H. Operate and carry out Area 8 functions within the budget adopted by the Area 8 Board, with agreement of the Consortium, and based on withholding a percentage of WIOA funds from sub-grantees, upon the agreement of WDB and the Consortium
- I. Work with Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds
- J. Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds, as described in section 5.
- K. Fiscal Agent (designated by the Chief Elected Official) to perform accounting and funds management on behalf of the Area 8 Consortium. The Fiscal Agent is responsible for the following functions:
  - a. Receiving funds
  - b. Ensuring sustained fiscal integrity and accountability for expenditures of funds, in accordance with Office of Management and Budget (OMB) circulars, WIOA, and corresponding federal regulations and state policies
  - c. Providing technical assistance to sub-recipients regarding fiscal issues

- d. Other necessary duties, as required and appropriate, including but not limited to: procuring contracts or written agreements, conducting financial monitoring of service providers, and ensuring an independent audit is conducted of all employment and training programs.

## **5. Monitoring, Audits, and Audit Resolution**

WDB shall be responsible for monitoring and audits, as required by WIOA:

- A. Oversight and monitoring of the adult, dislocated worker, and youth programs, and the entire OhioMeansJobs center delivery system
- B. WDB staff shall be responsible for audit resolution in conjunction with the Fiscal Agent and Sub-Grantee.
- C. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of WDB and the Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.
- D. Review monthly activity and monitoring reports
- E. Provide for desk reviews and oversee any necessary corrective action
- F. Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- G. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings
- H. All property and equipment purchased with federal and state funds shall be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

## **6. OhioMeansJobs Centers**

- A. Provide guidance for OhioMeansJobs centers
- B. Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- C. On an annual basis, ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
- D. Provide MOU format and guidelines for what must be included in local MOUs

## **7. Grant Applications**

- A. Review, write, and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils
- B. Act as grant clearinghouse for Area 8
- C. Coordinate workforce development grant applications initiated by Sub-Grantee

## **8. Business Relations Functions**

Provide business relation services, including:

- A. Referral of business inquiries
- B. Coordination for business inquiries which affect more than one Sub-Grantee
- C. Network with various contacts to further best practices

## **9. Youth**

- A. Provide guidelines and coordination for WIOA Youth program activities
- B. Approve WIOA Youth providers and establish guidance for that approval process

## **II. DUTIES OF SUB-GRANTEE**

Under this agreement, Sub-Grantee shall be responsible for establishing and operating comprehensive workforce development activities, within the guidelines established by Area 8 and WIOA. Sub-Grantee shall carry out these duties through a partnership of chief elected officials as well as partners and community resources.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of WIOA, and the negotiated federal, state, and local area performance levels.

Under guidelines developed by Area 8, Sub-Grantee shall:

### **1. General**

- A. Establish and operate a WIOA-compliant workforce development system, which provides services pursuant to WIOA to the community, as well as eligible individuals and employers.
- B. Maintain a business-driven partnership in coordination with elected officials.
- C. Develop, submit, and monitor customer workforce development plans as required by WIOA and by Area 8.
- D. Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Area 8 Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
- E. Follow established procedures and policies for approving and identifying eligible training providers.
- F. Provide information for sharing best practices within Area 8.

- G. Provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via Service Intelligence (SwipeIT) or other required data system in place at the time.
- H. Report expenses paid using funds passed to Sub-Grantee by Area 8 for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to Fiscal Agent through CFIS Web WIOA.
- I. Cooperate in the Area 8 and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.
- J. Provide programmatic services as a primary purpose, and to provide administrative services functions and activities only if contracted with for specific administration, as defined in WIOA regulations.

## **2. Audits and Monitoring**

- A. Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- B. Cooperate with Area 8 staff to provide information and documentation necessary to resolve audit findings.
- C. Provide information and cooperate with Area 8 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- D. Access to records must be granted by Sub-Grantee to ODJFS, Area 8, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
- E. Records shall be retained as specified in 29 CFR 97.42, Area 8 policy, and as contained in the sub-grant agreement between the state and Area 8. When any retention requirements conflict with another of these requirements, the strictest of the rules shall be followed.
- F. Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32.

## **3. Administration of the OhioMeansJobs Center**

- A. Oversee the functional management of the OhioMeansJobs center located in Auglaize County, Ohio under Area 8 Board guidelines, and submit any changes in OhioMeansJobs center operator to the Area 8 Board for approval.
- B. Negotiate MOUs with local partners and submit to the Area 8 for approval.

## **4. Service Providers**

- A. Utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
- B. Avoid use of training providers or programs that are found on the excluded providers list, and checking the debarment and suspension listing.



## 5. Fiscal

- A. Participate in reallocation process of WIOA funds within Area 8.
- B. Follow systems and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- C. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- D. Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and Area 8 requirements.
- E. Agree to the withholding of funds from Sub-Grantee's WIOA allocation for operation of Area 8, pursuant to resolution of the Workforce Development Board.

## 6. Performance

Sub-Grantee shall meet or exceed the established WIOA federal performance measures. Area 8 shall review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee may be required to submit a corrective action plan to Area 8 and work with Board staff to resolve any performance issues.

### III. DUTIES OF CAREER SERVICES PROVIDER

Under this agreement, JFS shall be responsible for providing services to enhance workforce development activities throughout Auglaize County, Ohio, within the guidelines established by Area 8 and WIOA, and shall complete its duties through a partnership of chief elected officials as well as partners and community resources.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of WIOA, and the negotiated federal, state, and local area performance levels.

Under guidelines developed by Area 8, JFS shall:

#### 1. General

- A. Outreaching to job seekers and businesses;
- B. Ensuring the provision of all required WIOA career services to customers including meeting minimum enrollment benchmarks for special populations as may be required (e.g., participants with disabilities, ex-offenders, veterans, etc.);
- C. Providing workshops on job search, interviewing, basic job skills, and work readiness;
- D. Working in alignment with other partner agencies to ensure a systemic approach to services;
- E. Helping customers with career exploration and job search activities;
- F. Participating in job fairs and other hiring events;
- G. Assessing customers' skills, abilities, and aptitudes;

- H. Determining customers' eligibility for WIOA funding;
- I. Identifying customers' supportive service needs;
- J. Referring customers to partner programs and ancillary services as needed;
- K. Developing Individual Employment Plans (IEPs) along with customers;
- L. Enrolling persons in training activities, including Individual Training Accounts (ITAs), work experiences/internships, pre-apprenticeships and apprenticeships; On-the-Job Training (OJT); and incumbent worker training; including paying for them as funds are available and individuals or company's meet the criteria for participation.
- M. Providing for career services support for businesses; supporting employers, rapid response in conjunction with Wagner-Peysor and other partners as needed.;
- N. Coordinating work-based training activities for enrolled participants (e.g., OJT, Registered Apprenticeships, incumbent worker training, customized training, etc.);
- O. Providing case management and follow-up services;
- P. Utilizing standardized forms (e.g., initial assessment, IEP, ITA, OJT, worksite agreement, supportive services, budget, etc.);
- Q. Ensuring proper certifications for staff that may be required for any assessment tools;
- R. Ensuring that WDB's strategic initiatives are implemented in the delivery of services;
- S. Ensuring the proper use of Ohio Workforce Case Management System (OWCMS) for client tracking and case management;
- T. Collecting and reporting WIOA performance information;
- U. Gathering and reporting customer feedback;
- V. Managing fiscal requirements and preparing monthly reports;
- W. Complying with sections 8301 through 8303 of the Buy American Act; and
- X. Ensuring data integrity and maintaining confidentiality.

#### IV. GENERAL TERMS

##### 1. Liability

WDB and Consortium shall have liability for proper use of the Area 8 administrative funds used for its direct operations.

Liability follows the WIOA dollars sent to each Sub-Grantee. Audit exceptions and sanctions shall be passed onto the sub-grantee, to the extent individual causation is documented. In the event an audit exception or sanction is imposed on the area as a whole, and not attributable to a sub-grantee, it shall be distributed to all sub-grantees proportionally and based upon each sub-grantee's percentage share of the total Area 8 funds.

##### 2. Disputes

Any dispute which cannot be resolved between the parties herein shall be submitted to Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

### **3. Certifications and Assurances**

WDB and all Sub-Grantees shall comply with applicable state and federal laws, including but not limited to: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ohio Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

### **4. Term**

This agreement becomes effective upon July 1, 2017 and shall be in effect for two (2) years, through June 30, 2019, unless otherwise amended prior to the expiration date. This Agreement contains the option of one two-year extension at the discretion of WDB and Consortium.

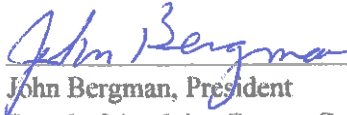
### **5. Termination**

This Agreement may be terminated by repeal of WIOA or by other action of law or by determination of cause by WDB, for failure to comply with the terms and conditions set forth herein. Notice of termination for cause shall be given in writing to all parties of the Agreement one hundred eighty (180) days in advance of the effective withdrawal date. Any dispute shall be resolved as set forth pursuant to Section IV.2 stated within.

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Sub-Grantee: Auglaize County, Ohio

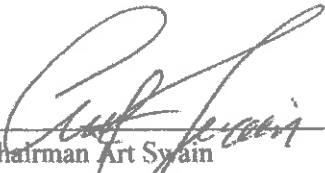
2017/2019 SUB-GRANT AGREEMENT  
SIGNATURE PAGE



John Bergman, President  
Board of Auglaize County Commissioners  
Sub-Grantee Local Elected Official



Michael Morrow, Director  
Auglaize County Department Job & Family Services  
Area 8 Sub-Grantee & Career Services Provider



Chairman Art Syain  
Area 8 Workforce Development Board

Jerry Laffin, Commissioner Chairman  
Area 8 Chief Elected Official & Fiscal Agent

**Funding**

The exact funding that will be available for Area 8 OMJ Career Services provider will not be known until the State of Ohio releases its Program Year 2017 WIOA allocations and the WDB reviews said allocation. For this purposes of this Agreement, the following estimates are provided.

<b>County</b>		<b>Career Services</b>	
Auglaize		\$77,218.15 **	
Hardin		\$94,176.47**	
Mercer		\$61,192.30**	
Van Wert		\$54,884.10**	
<b>Total</b>		<b>\$287,471.02</b>	

\*\* Estimated based on PY 16 and PY17 Adult and Dislocated Worker Programs estimates and potential carry over. Final figures are subject to state and federal WIOA allocations and WDB approval.

County Commissioners' Office  
Auglaize County, Ohio  
July 6, 2017

No 17-284

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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 6th day of July, 2017.

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 home repair projects are ready to proceed:

Applicant: Kimberly Hudnall                      154 Winterhaven Drive, Wapakoneta, Ohio  
Project Cost: \$12,400.00                      (CDBG Funds) B-C-16-1AF-1  
(Home Repair)

Contractor: Heise General Contracting LLC

Applicant: Thomas Carter                      510 Maple Street, Wapakoneta, Ohio  
Project Cost: \$12,702.00                      (CDBG Funds) B-C-16-1AF-1  
(Home Repair)

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

Adopted this 6th day  
of July, 2017

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: Gayle Flaczynski – Poggemeyer Design Group  
✓ BOCC Clerk – Esther Leffel

**IN THE MATTER OF RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND BARB AND JERRY STAHLER FOR JANITORIAL SERVICES AT THE DEPARTMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Auglaize County Department of Job & Family Services contracts with a company to perform janitorial services to the interior and exterior of the Department's building; and,

**WHEREAS**, an agreement was presented to the Board of County Commissioners which sets forth terms and conditions for said services; this agreement is between the Auglaize County Department of Job & Family Services and Barb and Jerry Stahler, effective July 1, 2017 through June 30, 2018 at the rate of \$1,200.00 monthly; and,

**WHEREAS**, the administration personnel of the Department approves the agreement and requested that the Board approve the agreement by executing same.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and ratify the execution of the agreement between the Auglaize County Department of Job & Family Services and Barb and Jerry Stahler for janitorial services as specified.

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

Adopted this  
6th day of  
July, 2017

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 Department of Job & Family Services --  
Michael Morrow

**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 6th day of July, 2017.

Commissioner Spencer 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: \$ 5,829.34**  
**To: 006-0400-400101 – Public Assistance**

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

Adopted this 6th day  
of July, 2017

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  
/ Jobs & Family Services



**IN THE MATTER OF RATIFYING THE EMPLOYMENT OF ASHLEY MCBRIDE AS A CHILD SUPPORT ENFORCEMENT CASE MANAGER POSITION AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 6th of July, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services, informed the Board that the following position of Child Support Enforcement Case Manager position was posted and interviews conducted with candidates, Ashley McBride has being selected to fill the position; and,

**WHEREAS**, Director Morrow recommended that Ms. McBride to be hired to the position of Child Support Enforcement Case Manager Position in the Auglaize County Department of Job and Family Services, effective July 10, 2017 at the pay rate per hour of \$15.76.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Ashley McBride to the position so mentioned above in the Auglaize County Department of Job & Family Services; employment in accordance with the specifications as mentioned above.

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

Adopted this  
6th day of  
July, 2017

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: Auglaize County Department of Job & Family Services
- ✓ Lori Yahl – Deputy Auditor

**IN THE MATTER OF AUTHORIZING THE SECUREMENT OF A NOTE FOR THE RITTER #2 COUNTY DITCH IMPROVEMENT FROM FIRST NATIONAL BANK.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of July, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on June 1, 2017, in Resolution #17-233 the Board of County Commissioners authorized the securement of interest costs for a note in the following amount for the balance of money needed to complete the following ditch improvement:

**Ritter #2 Ditch project .....\$26,486.56; and,**

**WHEREAS**, the following quotations were received for the above mentioned note:

**Ritter #2**  
**Minster Bank ..... 3.09%**  
**First National Bank ..... 2.74%**  
**Peoples Bank Company ..... 3.39%; and,**

**WHEREAS**, the quotations were shared with County Auditor Janet Schuler, for her review and recommendation with said recommendation being to award the ditch note to First National Bank as said bank met the bid requirements for this project.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of an eight year (16 semi-annual installments) note in the amount of \$26,486.56 at the rate of interest of 2.74% for the Ritter #2 Ditch Project for the balance of money needed to complete the payment of the ditch project.

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

Adopted this  
6th day of  
July, 2017

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 Engineer, County Auditor, Bidders

**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 6th day of July, 2017.

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 7, 2017 from 10:00 a.m. – 11:00 a.m. to participate in a phone conference with State Representative Craig Riedel to discuss override veto, Chambers, 209 S. Blackhoof Street, Room 201, Wapakoneta, 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 7, 2017 from 10:00 a.m. – 11:00 a.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 this special session.

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

Adopted this  
6th day of  
July, 2017

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: newspapers

**IN THE MATTER OF APPROVING A SUB-CONTRACT BETWEEN REPUBLIC SERVICES AND AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT TO SERVICE MULTIPLE COMMERCIAL RECYCLE CONTAINERS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 6th day of July, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Auglaize County Solid Waste Management District Coordinator, Scott Cisco, presented to the Board of Auglaize County Commissioners, Auglaize County, Ohio, a sub-contract to service multiple commercial recycle containers at Republic Services customer locations; and,

**WHEREAS**, all material collected from these services will be delivered to the MRF facility: Auglaize County Solid Waste Management District Recycle Facility, 15502 Saint Marys River Road, Saint Marys, Ohio 45885.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the sub-contract between Auglaize County Solid Waste Management District and Republic Services for the professional services to collect recyclable materials from certain commercial customer locations; and,

**BE IT FURTHER RESOLVED** that the Board does hereby ratify the execution of said contract by the Board of County Commissioners.

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

Adopted this  
6th day of  
July, 2017

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: Auglaize County Solid Waste District – Scott Cisco  
Republic Services – Adam Burleson



Service Award: RT042CB Container Index: NA

**Service Award Notification RT042CB**

6/27/2017

**Service Awarded To:**

Auglaize County Solid Waste Management District  
Auglaize County Recycle Center  
P.O. Box 603  
15502 Saint Marys River Road  
Saint Marys, Ohio 45885

Phone: 419-394-1270  
Email: recycle@auglaizecounty.org

---

**Service Type:** Service multiple commercial recycle containers at Republic Services Customer Locations

---

**Date to Begin New or Changed Service:** 4/3/2017

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**Service Location:** See Schedule A

---

**Service Requested:**

Service	Dump Commercial Recycle Containers
Waste Type	Recyclable Material
Waste Sub Type	NA
Container Type	Rear Load Commercial
Compactor	NA
Container Size	See Schedule A
Container Quantity	See Schedule A
Frequency Per Week	See Schedule A
Container Specs:	See Schedule A

---

**Service Rates:**

Monthly Service/Haul Rate	No Charge
Extra P/U	No Charge
Disposal Rate	Commodity rebate only
Rental	NA
Delivery	NA
Excess Tons Rate	NA
Fuel Fee	NA
Environmental Fee	NA

---

**Republic Contact:** Name: Adam Burleson Phone: 419-733-1916  
E-mail: Aburleson@republicservices.com

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**Attached Documents:**

- Schedule A – Customer addresses, service and container details
  - Schedule B - General Instructions and Invoicing
  - Schedule C - Waste Flow Certification
  - Schedule D - Republic Standard Subcontract Hauling Terms and Conditions
-



Service Award: RT042CB Container Index: NA

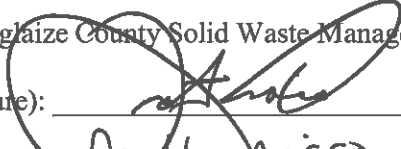
**Requirements (what we need from you):**

- Acknowledge/accept this Service Award (sign and scan)
- Return the completed waste flow certification
- Certificate of Insurance with Republic Services and the Republic Services customer ("Customer") added as "additional insured."


**Documents must be emailed to [Aburleson@republicservices.com](mailto:Aburleson@republicservices.com) no later than 4/3/2017**

If there is a Master Subcontract Agreement ("MSA") or Subcontract Hauling Agreement ("SHA") in effect, Subcontractor's signature below or its commencement of Services designated in this Service Award Notification shall be subject and pursuant to such MSA or SHA. If there is no MSA or SHA in effect, Subcontractor's signature below or its commencement of Services designated in this Service Award Notification shall be deemed express acceptance of the Republic Standard Subcontract Hauling Terms and Conditions, and, notwithstanding anything to the contrary, such terms and conditions supersede and shall not be modified or affected by any terms, conditions, or other provisions in Subcontractor's invoices, statements, acknowledgment forms or other documents of any nature.

Company Name: Auglaize County Solid Waste Management District

Accepted by (signature):  Date: 7/5/17

Accepted by (print name): Scott Cisco

 7-6-2017  
Commissioner

 7-6-2017  
Commissioner

 7-6-2017



Service Award: RT042CB Container Index: NA

**Schedule A – Customer addresses, service frequency and container details**

Cardboard locations Auglaize and Mercer County					
Customer Name	Address	Location	St	Size Rear Load	
Sunrise Cooperative	301 East Ohio St	Uniopolis	Ohio	1-4yd 2x/1w	
Captain D's	1315 Bellefontaine St	Wapak	Ohio	1-4yd 2x/1w	
Happy Daz	1007 Lincoln Ave	Wapak	Ohio	1-4yd 2x/1w	Wheels
Kuck Turkey Farm	12139 State Route 29	St Marys	Ohio	1-4yd 2x/1w	
Circle K	105 North Spruce St	St Marys	Ohio	1-4yd 4x/1w	Wheels
Rite Aid	1502 Executive Dr	St Marys	Ohio	4 yd	
Sundance TBC	1406 Commerce Dr	St Marys	Ohio	4 yd	Wheels
Dollar Tree	1262 Indiana Ave	St Marys	Ohio	1-4yd 2x/1w	
Beer Barrel	1260 Indiana Ave	St Marys	Ohio	1-4yd 4x/1w	Wheels
Snack Attack	19411 Monticello Spencerville Rd	Spencerville	Ohio	1-6yd 1x/2w	
Houchens Sonic	1938 Havemann Rd	Celina	Ohio	4 yd	Wheels
Rent A Center	1966 Havemann Rd	Celina	Ohio	4 yd	
UPS	1851 Industrial Dr	Celina	Ohio	1-4yd 2x/1w	
Kitchen & Bath Plus	8008 Grand Lake Rd	Celina	Ohio	4 yd	
Happy Daz	911 East Wayne St	Celina	Ohio	1-4yd 2x/1w	
The Gardens	1301 Meyer Rd	Celina	Ohio	1-2yd	Wheels
the Orchard Tree	501 Grand Lake Rd	Celina	Ohio	1-4yd 2x/1w	Wheels
Mini Mart	515 East Market St	Celina	Ohio	4 yd	
Dockside Marathon	303 South Main St	Celina	Ohio	1-4yd 2x/1w	
Mercer Health Celina	950 South Main St	Celina	Ohio	4 yd	
Mckirnin Brothers	530 Schunk Rd	Celina	Ohio	6-yd 1xw plus dock	
Mercer Health Coldwater	800 West Main St	Coldwater	Ohio	2-4yd 1xw	
Prenger Implement	2424 State Route 364	Minster	Ohio	1-4yd 2x/1w	
General Fastener	269 Ohio St	Minster	Ohio	1-4yd 2x/1w	
Machine Concepts	2167 State Route 66	Minster	Ohio	1-4yd 2x/1w	
Custom Apparel Factory	79 North Garfield St	Minster	Ohio	4 yd	
Jenni's Halmark	340 North Main St	Minster	Ohio	4 yd	
Mesco Electrical Supply	4880 State Route 66	New Bremen	Ohio	4 yd	
Elmwood Assisted Living	711 South Walnut St	New Bremen	Ohio	4 yd	Wheels



Service Award: RT042CB Container Index: NA

**Schedule B - General Instructions and Invoicing**

**Invoicing:** NA

**Purchase Orders:** NA

**Accounts Payable Inquiries:**

**Customer Service:**

Contact Adam Burleson regarding any service-related issues, including blocked containers, damage to client property, delays, recommended service changes, etc.

Should you be contacted by the client, direct them to call Adam Burleson at 419-733-1916.

**Service Requirements:**

1. All Customer complaints are to be resolved to Customer's satisfaction (or a Customer agreed plan exists to solve the complaint), within 24 hours of the receipt.
2. On call service is to be provided within 24 hours of receipt of the service request, with the exception of roll-off service which requires same day service if the request received by 12 noon local time, or service by 8 AM the next morning if the request is received after noon local time.
3. Equipment should be placed in the designated area.
4. Customer site conditions are to be left in an orderly fashion (e.g. litter removed, lids & gates closed, cans & carts left neatly on the curb).
5. Extra material placed outside of a full container by a customer for collection must be reported to Republic Services by submitting customer name and location, pictures of before and after collection, and a yardage estimate of extra material collected.





Service Award: RT042CB Container Index: NA

Schedule C – Waste Flow Certification

**Service Location:** See Schedule A

**Service Requested:**

Service: Dump Commercial Recycle Containers  
Waste Type: Recyclable Material  
Container Type: Rear Load Containers

Material collected from this service will be taken to:

Facility Type:  Landfill  Transfer Station  Incinerator  MRF  Other

Facility Name: Auglaize County Solid Waste Management District Recycle Facility

Facility Address: 15502 Saint Marys River Road Saint Marys Ohio 45885

Facility Type:  Landfill  Transfer Station  Incinerator  MRF  Other

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

You must notify Republic Services in writing 30 days prior to changing disposal facilities from those listed above to which you will bring customer waste.

By signing this waste flow certification you certify on behalf of your company that the above stated disposal facilities possess valid permits, licenses, tariffs and any other authorization required by all local, municipal county and/or state agencies or other governmental units which regulate the transfer and/or disposal of solid waste.

By signing this waste flow certification you are also certifying on behalf of your company that the waste your company collects from the above service location is being disposed of in accordance with state, county and/or other unit or agency of government waste flow directives.

Company Name: Auglaize County Solid Waste Management District

Accepted by (signature):  Date: 7/5/17

Accepted by (print name): Scott Cisco

 7-6-2017  
Commissioner

 7-6-2017  
Commissioner

 7-6-2017  
Commissioner



Service Award: RT042CB Container Index: NA

**Schedule D - Republic Standard Subcontract Hauling Terms and Conditions**

1. **Term.** The term of this Service Award Notification (the "Notification") is for a period of twelve (12) months, unless otherwise specified herein, and continues thereafter month to month unless 30 day notice is given by either party. Term commences on date specified on page 1 of this Notification. In the event Subcontractor and Republic enter into any Master Service Agreement ("MSA"), the terms of the MSA shall control and supersede any inconsistent terms in this Notification.
2. **Scope of Work.** Subcontractor, at its sole cost and expense, shall provide all collection trucks, semi-trucks, trailers, and labor necessary to perform the Services at the locations specified by Republic as set forth in this Notification.
3. **Qualifications; Performance of Services.** Subcontractor represents that all employees performing the Services have passed a criminal background check that is commensurate with such employees' duties under this Agreement. Subcontractor represents that it possesses all required permits and licenses, and that it has the necessary training and experience in the waste business to perform the Services as specified herein. Subcontractor shall perform the Services in a professional and workmanlike manner, in compliance with all applicable federal, state and local statutes, rules, regulations, ordinances, permits and orders ("Applicable Law"), and with all industry standards, and all procedures specified by Republic and/or the facility to which Subcontractor delivers the non-hazardous solid waste, recyclables, and Special Waste ("Waste Materials") as stated herein. "Special Waste" means non-hazardous waste that requires special handling or management due to its composition or volume, which waste must comply with Republic's Special Waste procedures in existence at the time of receipt of a request to collect, transport, and/or dispose of any such Special Waste. Subcontractor shall acquire title to the Waste Material when it is loaded into the Equipment. If transportation of Waste Material is not provided by Subcontractor, Subcontractor shall acquire title to Waste Material when it is deposited at a facility owned or operated by Subcontractor. In addition, whenever Customer has imposed requirements, specifications, restrictions, standards or flow-down terms and conditions that apply to any of Republic's subcontractors under the agreement between Republic and Customer for waste and recycling services (collectively, "Flow-Down Terms"), Subcontractor agrees to perform the Services in full compliance with such Flow-Down Terms (Republic may provide notification to Subcontractor of additional Flow Down Terms at any time and Subcontractor agrees to comply in full with such). To the extent that the Services to be provided hereunder involve or are related to fulfilling any contractual obligations with any federal, state, or municipal government entity, the requirements of 29 CFR 470, 41 CFR 60-1.4, 60-250.5, 60-300.5 and 60-741.541 C.F.R., are incorporated by reference and binding on both parties.
4. **Pricing.** All pricing is set forth in this Notification. Pricing for the Services applies to all current and future work. Unless otherwise agreed to in writing by Republic, and in such case as governed by any Flow-Down Terms, pricing shall not be subject to increases while this Notification is in effect. Prices are exclusive of any applicable county, state, franchise, and federal taxes, but do include any and all fees and surcharges imposed or incurred by Subcontractor. Subcontractor may pass through fee increases charged by a municipally owned landfill, but only without markup and only if Subcontractor provides 30 days prior written notice and supporting documentation of the fee increases to Republic. Reimbursement for all other landfill increases will be negotiated on a case-by-case basis. Except as specified, no additional costs, fees and/or charges will be reimbursed without Republic's prior written approval.
5. **Invoicing and Payment.** Subcontractor shall invoice Republic no later than 10 calendar days following the month in which the Services are performed. Republic shall have no obligation to pay any invoice received more than 60 days after the month in which the Services were performed. Republic shall pay the amount due within 45 days after acceptance of an approved original invoice, except when a purchasing card agreement is in place. Subcontractor's invoices must conform to all specifications and contain all information required by Republic, including customer name, full service location address for customer, status of account ("temporary" or "permanent"), container type, container size, pickup frequency, waste type, Subcontractor account number, and itemized descriptions for each type of service or fee. Subcontractor shall also provide disposal facility tickets and other documentation to verify disposal costs and recycling rebates. If Republic disputes any invoiced amounts, the parties shall cooperate in good faith to promptly resolve the dispute. Republic may set off against any payment due to Subcontractor any amounts that Republic spends or incurs as a result of Subcontractor's failure to perform the Services in accordance with the terms herein or as a result of the breach by Subcontractor of any of its obligations under this Notification or any other agreement with Republic. Additionally, Subcontractor will not accept service requests directly from Customer under any circumstance. In such cases, Subcontractor will direct Customer to the appropriate Republic phone number or e-mail address and not accept Customer's order directly. Subcontractor agrees that Republic and Customer will not bear economic liability for any Services provided to a Customer which are not arranged directly through Republic. Notwithstanding the foregoing provisions, Subcontractor may offer additional recycling services to Customers that are beyond the scope of the original contracts between Republic and Customer.
6. **Independent Contractor.** Subcontractor agrees that it is an independent contractor and shall not be, or purport to be, an employee, agent or representative of Republic. Subcontractor shall provide the Services according to Subcontractor's own lawful means and methods of work, which shall be in the exclusive charge and control of Subcontractor, and not be subject to direct control or supervision of Republic. Notwithstanding the foregoing, however, Subcontractor shall cooperate fully with Republic's policies and procedures and any customer Flow-Down Terms. Subcontractor shall be responsible for all acts of Subcontractor's agents and employees, if any, while engaged in the performance of the Services.
7. **Taxes and Benefits.** Subcontractor acknowledges and agrees on behalf of itself, its affiliates and its agents and employees that (a) as an independent contractor to Republic, no federal, state, or local taxes or social security withholdings will be made by Republic from



Service Award: RT042CB Container Index: NA

the payments to Subcontractor under this Notification; (b) Subcontractor is solely responsible to report and pay any contributions for taxes, unemployment insurance, social security and other benefits (collectively, "Taxes") for itself and its employees; and (c) neither Subcontractor nor any of its affiliates, agents or employees shall participate in, qualify for or in any way be entitled to any Republic benefits available to employees of Republic, including vacation benefits, 401(k) plan, or insurance, or pension program.

8. **Service Interruption.** Except in the event of a Force Majeure, Subcontractor agrees that at no time shall it be permitted to stop, interrupt, or reduce service to Customers for any reason without Republic's express written consent, even in the event of a strike, lockout, or payment dispute. In the event of an unauthorized interruption in any Services, Republic shall have the right to terminate this Notification immediately, unless Subcontractor has (a) made good-faith efforts to avoid the interruption, (b) notified Republic in writing in advance of such interruption, and (c) observed a 15 business day waiting period following Republic's acknowledgment of the notice.

9. **Disposal Facility.** Subcontractor shall deliver all Waste Materials to the disposal facility or facilities specified in this Notification or as otherwise specified by Republic. If no disposal facility is specified, Subcontractor shall, whenever possible, deliver Waste Materials to a facility owned or operated by Republic. Subcontractor shall not deliver Waste Materials to any other landfill, transfer station and/or recycling facilities without Republic's consent, which Republic may withhold in its sole and absolute discretion. Under no circumstances shall Subcontractor deliver any Waste Materials to any facility that does not have all required permits and licenses, or otherwise is not operated in compliance with Applicable Laws.

10. **Excluded Waste.** Subcontractor shall take all reasonable precautions to insure that Waste Materials transported by Subcontractor do not contain any Hazardous Waste or Excluded Waste. "Hazardous Waste" means any waste regulated under or pursuant to any Applicable Laws and also includes any waste that is, after the effective date of this Notification, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination. "Excluded Waste" means any waste that which the disposal facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly inflammable substances, hazardous materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by Applicable Law, or in the reasonable discretion of Republic or the owner or operator of any disposal facility, to be dangerous or threatening to the environment or the operations conducted at such disposal facility. Subcontractor shall notify Republic immediately in the event Subcontractor discovers Excluded Waste in any Waste Materials from Customer, and shall assist Republic in pursuing any claims against Customer for any costs, expenses or losses incurred as a result of the inclusion of Excluded Waste. Republic reserves the right to refuse delivery of any Waste Materials that contain or include Excluded Waste, and to require Subcontractor to pick up and properly dispose of any Excluded Waste discovered at any disposal facility.

11. **Liability for Spillage.** Subcontractor shall be responsible for damages to property, clean up and disposal costs resulting from any spillage of Waste Materials. "Spillage" includes, but is not limited to, leakage from Subcontractor's Equipment, Waste Materials escaping from Subcontractor's Equipment, and unloading Waste Materials from Subcontractor's Equipment at any location other than the disposal facility. The clean-up shall restore the location of the Spillage to as good and clean a condition as existed prior to the spill, and shall be conducted in accordance with all Applicable Laws. Republic retains the right to perform, or to hire a third party to perform, necessary cleanup, all at Subcontractor's expense, if Subcontractor has not performed the cleanup in a timely fashion and in accordance with these requirements. Subcontractor shall provide Republic immediate notice of any Spillage.

12. **[Intentionally Omitted].**

13. **Force Majeure.** Any failure or delay in performance due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, compliance with government orders, fires, extreme weather and acts of God, shall not constitute a breach of this Notification, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter. Any lockouts or any other labor action taken by Subcontractor shall not be considered a Force Majeure event. During a Force Majeure event, Republic may temporarily perform the Services itself, or contract with a third party to perform the Services during such period. If a Force Majeure event partially or totally prevents Subcontractor from performing the Services for a period in excess of 7 days, Republic may terminate this Notification and/or any Services provided to any Customer location without any further liability to Subcontractor.

14. **Assignment; Binding Effect.** Subcontractor shall not subcontract or assign this Notification or its rights or obligations under it without Republic's prior written consent, which Republic may grant or withhold in its sole and absolute discretion. Republic may assign this Notification or its rights under it without Subcontractor's consent; provided, however, that in the case of any such assignment, Republic shall cause the assignee to assume Republic's obligations under this Notification. This Notification shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

15. **Responsibilities.** Subcontractor agrees to be responsible for (a) the negligence or willful misconduct of Subcontractor or its subsidiaries or affiliates, or their employees, agents or servants, (b) any Spillage, or (c) any failure to fully perform or any breach of Subcontractor's obligations (including representations, warranties and agreements) under this Notification.

16. **Intentionally Omitted.**



Service Award: RT042CB Container Index: NA

17. **Insurance.** Subcontractor shall maintain, at its sole cost and expense, the following insurance coverage's: (a) Commercial General Liability insurance with bodily injury and property damage limits of not less than \$3,000,000 general aggregate and products/completed operations aggregate; said policy must include contractual liability; (b) Automobile Liability insurance with limits of not less than \$3,000,000 combined single limit; and (c) Workers Compensation coverage with statutory limits and Employers Liability limits of not less than \$2,000,000 each accident. Subcontractor shall provide Republic a certificate of insurance listing Republic as an additional insured under each of the above policies, except Workers Compensation. The fact that insurance is obtained by Subcontractor shall not be deemed as a waiver of the immunity or liability limitations of Subcontractor its agents, officers or its employees as prescribed by Ohio law. Subcontractor agrees to waive any and all rights of subrogation it may have against Republic by virtue of any claims that may arise as a result of this Notification, and agrees to obtain from its insurance carrier(s) such waiver(s) of subrogation in favor of Republic unless such loss results from the negligent acts or omissions of Republic. All policies required by this Notification shall be written by insurance carriers with an A.M. Best's rating of at least "A-" and a financial size category of at least VIII or other acceptable risk financing mechanism agreeable to Republic. Insurance certificates evidencing the above requirements shall be furnished by Subcontractor concurrently with the execution of this Notification and provide for not less than 30 days prior notice to Republic of any cancellation or reduction in coverage under the policies.

18. **Termination.** Republic or Subcontractor shall have the right to terminate this Notification and/or any Services provided to any Customer location immediately, upon written notice (a) upon the filing of any petition, consent or application under any federal or state bankruptcy law or any other law in which the other party to this Notification is alleged to be insolvent or unable to pay its debts as they become due, or of an assignment for the benefit of creditors; (b) upon the other party's failure to perform any obligation relating to maintaining required permits or licenses for the performance of the Services, or breach of any of its obligations set forth in this Notification, if the party has failed to cure the breach within 10 days of receiving written notice of the breach from the non-breaching party; (c) upon the expiration or occurrence of any event which results in the termination of Republic's agreement with Customer. Republic or Subcontractor shall have the right to terminate this Notification and/or any Services provided to any Customer location for convenience upon 30 days' written notice.

19. **Intentionally Omitted.**

20. **Audit Rights.** For a period of two years following termination of this Notification (or for such period as may be required in the Flow-Down Terms, whichever is greater), Subcontractor will maintain appropriate books and records of all transactions conducted in the performance of the Services under this Notification, including but not limited to, all expenses, invoices, receipts, fees paid or received, weight tickets, as well records of required licenses and permits, insurance, safety and accident procedures, and drug and alcohol policy compliance. Upon reasonable notice, Republic shall have the right to review and audit such records from time to time to insure compliance with all Applicable Law and this Notification.

21. **Intentionally Omitted.**

22. **New York City Services.** The provisions of this Section 22 apply to any services which fall under the jurisdiction of the New York City Business Integrity Commission ("BIC"). Notwithstanding any other terms and conditions contained herein to the contrary, this Notification is subject to approval by the BIC and is subject to the authority and oversight of the BIC. The Term of this Notification can be no longer than 24 months. The Subcontractor warrants that it has secured a license from the BIC which authorizes the Subcontractor to perform the eServices called for by this Notification, and that the Subcontractor shall keep at all times during the Term of this Notification such BIC license active and in good standing with the BIC. Subcontractor's failure to maintain such BIC license shall be grounds for termination pursuant to, and in accordance with, Section 18(b) of this Notification. Subcontractor may not, at any time, collect payment from any Customer. If a Customer attempts to provide payment to Subcontractor, Subcontractor will direct Customer to the appropriate Republic phone number or email address to arrange for payment to Republic directly. Subcontractor will provide Republic with a monthly statement, for each Customer, detailing the volume of waste removed by Subcontractor. Republic will provide the Customer with a monthly statement detailing the volume of waste removed by Subcontractor.

23. **Miscellaneous Provisions.**

a. **Waiver; Survival.** No delay or omission by a party in exercising any right under this Notification shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion. The parties hereto agree that Sections 3, 4, 5, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 shall survive any expiration or termination of this Notification or any Service Award Notification.

b. **Remedies; Set-off.** The exercise of any right or remedy provided for in this Service Award Notification shall be without prejudice to Republic's right to exercise any other right or remedy provided in the Notification, or at law or in equity. All payments to be made by Republic pursuant to this Notification are subject to set-off, deduction or offset by Republic of all sums due and owing to Republic or Republic's affiliates by Subcontractor whether under this Notification or other agreements.

c. **Governing Law.** This Notification shall be governed by and construed in accordance with the internal laws of the state where the Services are to be performed. If the Services are to be performed in more than one state, then this Notification shall be governed in accordance with the laws of the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.



Service Award: RT042CB Container Index: NA

d. **Jurisdiction, Venue, Waiver of Jury Trial.** This Notification is to be governed by Ohio law pursuant to section 21(c), the parties agree to the exclusive jurisdiction of the federal and state courts located in Auglaize County, Ohio, and agree that such courts shall be a proper place for venue in connection with any litigation initiated under this Notification. Regardless of governing law, jurisdiction, and venue, Subcontractor and Republic each knowingly, voluntarily and irrevocably: (a) waives any right to trial by jury; (b) agrees that any dispute arising out of this Notification shall be decided by court trial without a jury; and (c) agrees that the other party to this Notification may file an original counterpart or a copy of this Notification with any court as written evidence of the consents, waivers and agreements of the parties.

e. **Attorney Fees.** Should any litigation be commenced under this Notification, the successful party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such proceeding.

f. **Entire Agreement; Amendments.** The terms and conditions of this Notification constitute the complete and final written agreement between Republic and Subcontractor and supersede all other agreements and understandings between the parties. This Notification is expressly subject to Subcontractor's assent to all of the terms and conditions in this Notification and no other terms, consistent or conflicting, are to be considered part of this Notification. Any amendment or modification of the terms of this Notification shall be binding only if in writing and signed by the parties.

g. **Time of the Essence.** Time is of the essence in the performance of the Services under this Notification.

h. **Contradictory Terms.** Except as provided in Section 1, if there is any inconsistency between this Notification and any other documents, the terms of this Notification shall control.

i. **Severability.** In the event that any provision of this Notification shall be deemed by a court of competent jurisdiction to be void or unenforceable, it shall be deemed separate, distinct and independent and shall be severed from the balance of this Notification, and the remainder of this Notification shall survive and continue in full force and effect.

j. **No Construction Against Drafting Party.** This Notification shall not be construed for or against either party merely because such party prepared or drafted this Notification or any particular provision thereof.

k. **Schedules.** The Schedules attached to this Notification are incorporated in this Notification by reference and are to be construed as a part of this Notification.

APPROVED AS TO FORM ONLY:

A handwritten signature in blue ink, appearing to read "E. J. ...", is written over a horizontal line.

The Prosecuting Attorney of Auglaize County, Ohio