

IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF THE FY 2019 COMMUNITY BASED CORRECTION PROGRAM SUBSIDY GRANT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of June, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a grant agreement for funding from the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, which awards the sum not to exceed \$56,528.00, to be paid in eight equal installments of \$7,066.00 for the period beginning 07/01/2019 to 03/31/2021 and at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, Grant program; and,

BE IT FURTHER RESOLVED that the Board does ratify the execution of said grant application by the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this
18th day of
June, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: Judge Pepple
/Auditor

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR 407
COMMUNITY-BASED NON-RESIDENTIAL
CORRECTIONS PROGRAMS*

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Auglaize County (hereinafter referred to as Grantee), located at 201 Willipie St., Room 207, Wapakoneta, Ohio, 45895. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to Fifty-Six Thousand Five Hundred and Twenty-Eight dollars (\$56,528.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$7,066.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 34-6400073. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
PSI	407-PSI-2020/21-AppAuglaCPAPD-00054	\$56,528

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2020 and 2021. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, and termination data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th, 2021 (FY '21).

C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

- | | |
|---|-----------------------------|
| a. Period One - July 1, 2019 to December 31, 2019 | Due Date - January 31, 2020 |
| b. Period Two - January 1, 2020 to June 30, 2020 | Due Date - July 31, 2020 |
| c. Period Three - July 1, 2020 to December 31, 2020 | Due Date - January 31, 2021 |
| d. Period Four - January 1, 2021 to March 31, 2021 | Due Date - April 30, 2021 |

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1- 5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN THE MATTER OF REAPPOINTING DENNIS SCHMIESING AND EUGENE WILL TO THE AUGLAIZE COUNTY AIRPORT AUTHORITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of June, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the appointments of Dennis Schmiesing and Eugene Will to the Auglaize County Airport Authority, will expire on June 30, 2019; and,

WHEREAS, the two individuals have submitted correspondence to the Board of County Commissioners stating his willingness and interest in serving another three (3) year term to Auglaize County Airport Authority.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby reappoint Dennis Schmiesing and Eugene Will to serve on the Auglaize County Airport Authority with their terms commencing July 1, 2019 and terminating on June 30, 2022.

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

Adopted this
18th day of
June, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , yes
Douglas A. Spencer

- cc: Dennis Schmiesing
- ✓ Eugene Will
- ✓ Airport Authority
- ✓ Airport Manager

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of June, 2019, in the County Commissioner's meeting room, 209 S. Blackhoof St., Wapakoneta, Ohio, with the following members present:

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

Commissioner Spencer introduced the following resolution and moved its passage:

RESOLUTION

RESOLUTION APPROVING, SOLELY FOR THE PURPOSE OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, THE ISSUANCE OF HEALTHCARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2019 (OTTERBEIN HOMES OBLIGATED GROUP), BY THE COUNTY OF WARREN, OHIO; AUTHORIZING A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THAT APPROVAL; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the County of Warren, Ohio ("Warren County") has previously issued its Healthcare Facilities Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group) (the "2017 Bonds") to finance the costs to acquire, construct, install and equip "hospital facilities" (as that term is defined in Section 140.01, Ohio Revised Code) (the "Hospital Facilities") within Warren County and the County of Auglaize, Ohio (the "County") (the "2017 Project"); and

WHEREAS, Otterbein Homes (the "Corporation"), Otterbein Lebanon, LLC ("Lebanon"), Otterbein St. Marys, LLC ("St. Marys"), all Ohio non-profit entities, plan to undertake the refinancing of the 2017 Bonds and have represented to the County and Warren County that it would be more economic and efficient to have one political subdivision of the

State of Ohio issue revenue bonds to refinance the 2017 Project located in the County and Warren County; and

WHEREAS, Section 140.03, Ohio Revised Code, provides a procedure by which the County and Warren County may enter into an agreement pursuant to which Warren County may issue Healthcare Facilities Refunding Revenue Bonds, Series 2019 (Otterbein Homes Obligated Group) (the “2019 Bonds”) in an aggregate principal amount estimated not to exceed \$50,000,000 to refinance the 2017 Bonds, and the County and Warren County plan to enter into such an Agreement (the “Public Hospital Agencies Agreement”) in connection with the issuance of the 2019 Bonds; and

WHEREAS, the Corporation has signed and delivered an indemnification agreement, agreeing to indemnify the County and hold it harmless against any liability and expense of the County relating to the Public Hospital Agencies Agreement or the 2019 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Auglaize County, Ohio:

SECTION 1. That at least two members of the Board of County Commissioners (the “Board”) be and they are hereby authorized and directed to execute and enter into on behalf of the County, a Public Hospital Agencies Agreement with Warren County to authorize the Warren County to issue the 2019 Bonds for the purpose of refinancing the 2017 Bonds which were issued for the purpose of financing and constructing the 2017 Project, a portion of which are located within the County.

SECTION 2. That the Public Hospital Agencies Agreement authorized in Section 1 of this resolution shall be substantially in the form presented to the Board and on file with the Clerk of this Board (the “Clerk”), with such changes as are not substantially adverse to the County and

as are approved by the Board, which approval shall be conclusively evidenced by the signing of the Public Hospital Agencies Agreement by at least two members of the Board.

SECTION 3. That the Clerk and the members of this Board, as appropriate, be and they are hereby authorized and directed to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the County's approval of the Bonds and signing and delivery of the Public Hospital Agencies Agreement as may be required, necessary or appropriate, including, without limitation, conveyances of title to real and personal property, and terminations of financing statements and other releases of security interests in property, such instruments to be prepared by and at the expense of the Corporation and to be in such form as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the members of this Board.

SECTION 4. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves, but solely for the purpose of that Section 147(f), the issuance of the 2019 Bonds in the maximum principal amount of not to exceed \$50,000,000, a portion of the proceeds of which will be used to refund the 2017 Bonds which financed the acquisition, construction, installation and equipping of Hospital Facilities within the County and Warren County. The Corporation has represented to the County that the proceeds of the 2017 Bonds were used to finance the (i) acquisition, construction and equipping of (a) sixteen independent living patio home units to be located at 11230 State Route 364, St. Marys, Ohio 45885, at an approximate cost of \$3,000,000, which will be owned or operated by either the Corporation or St. Marys, and (b) the renovation and repurposing of the Campus Center Building, including the skilled nursing facility, to be located at 580 N. State Route 741, Lebanon, Ohio 45036 and 585 N. State Route 741, Lebanon,

Ohio 45036, at an approximate cost of \$13,000,000, which will be owned or operated by either the Corporation or Lebanon, (ii) payment of capitalized interest on the 2017 Bonds and (iii) payment of certain costs of issuance incurred in connection with the 2017 Bonds. The foregoing approval is given solely to satisfy the requirements of said Section 147(f) and does not obligate the County in any way with respect to the 2019 Bonds.

SECTION 5. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board any of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

Commissioner Bergman seconded the motion and the roll being called for passage of the foregoing resolution, the vote thereon resulted as follows:

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

PASSED this 18th day of June, 2019.

Erin Huffel
Clerk

#15018827.2

D&S DRAFT
05/30/2019
#15018302v1

PUBLIC HOSPITAL AGENCIES AGREEMENT

By And Between

COUNTY OF WARREN, OHIO

And

COUNTY OF AUGLAIZE, OHIO

Dated as of _____, 2019

**PUBLIC HOSPITAL AGENCIES AGREEMENT
BETWEEN
COUNTY OF WARREN, OHIO
And
COUNTY OF AUGLAIZE, OHIO**

THIS AGREEMENT (the “Agreement”), is made and entered into as of the first day of _____, 2019 by and between the COUNTY OF WARREN, OHIO (the “Issuer”) and the COUNTY OF AUGLAIZE, OHIO (the “County”), each of which is a political subdivision of the State of Ohio constituting “public hospital agencies” as that term is defined in Section 140.01, Ohio Revised Code, including the Issuer, being herein referred to as the “Public Hospital Agencies”, which have heretofore adopted or will, by appropriate resolutions, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, approve the issuance of health care facilities revenue bonds (the “Bonds” as further described hereafter) by the Issuer in order to finance and/or refinance the acquisition, construction, renovation and equipping of “hospital facilities”, as that term is defined in Section 140.01, (“Hospital Facilities”) Ohio Revised Code, further described herein, located within the geographic bounds of the Issuer and the County (collectively, the “Project” as further described hereafter) for Otterbein Homes, an Ohio non-profit corporation (the “Corporation”), Otterbein Lebanon, an Ohio non-profit corporation (“Lebanon”) and Otterbein St. Mary’s, an Ohio non-profit corporation (“St. Mary’s), each of which constitutes a “nonprofit hospital agency” as that term is defined in Section 140.01, Ohio Revised Code.

WHEREAS, at the request the Corporation, Lebanon and St. Mary’s, the Board of County Commissioners of the Issuer has determined to authorize the issuance of not to exceed \$_____ of County of Warren, Ohio Hospital Facilities Refunding Revenue Bonds, Series 2019 (Otterbein Homes Obligated Group) (the “Bonds”), the proceeds of which will be made available to refinance the Issuer’s Healthcare Facilities Improvement Revenue Bonds, Series 2016B (Otterbein Homes Obligated Group) and Healthcare Facilities Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group) which were issued (a) to finance the acquisition, construction, renovation, repurposing, installation and equipping of certain Hospital Facilities, including, without limitation, the acquisition, construction, installation and equipping of (i) sixteen independent living patio housing units to be located at 11230 State Route 364, St. Mary’s, Ohio 45885 at the approximate cost of \$3,000,000, the initial owner, operator or manager of which will either be the Corporation and/or St. Mary’s and (ii) the rebuilding, repair, acquisition, construction, installation and equipping of a building which will house the campus beauty shop, a wood shop, bistro, large laundry area and other amenities, as well as three floors of apartments (forty-five units) above the common area, the renovation and repurposing of the Campus Center Building, including the skilled nursing facility located at 580 N. State Route 741, Lebanon, Ohio 45036 and 585 N. State Route 741, Lebanon, Ohio 45036 (collectively, the “Lebanon campus”), at the approximate cost of \$13,000,000, the initial owner, operator or manager of which will either be the Corporation or Lebanon (items (i) and (ii) above being hereafter referred to as the “Project”) and (c) to pay costs of issuance associated with the issuance of the Bonds; and

WHEREAS, the Corporation has provided information and representations to the Public Hospital Agencies about the Bonds and the Project and has signed and delivered an indemnification agreement agreeing to indemnify the County and hold it harmless against any liability and expense relating to this Agreement or the Bonds; and

WHEREAS, pursuant to the Constitution and Laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, Ohio, political subdivisions are authorized to issue revenue bonds for the purpose of financing or refinancing all or part of the cost of Hospital Facilities suitable for use by any participating hospital agency and to lease such Hospital Facilities to such participating hospital agency, which lease must provide for the rentals by such participating hospital agency sufficient to amortize the debt service on such revenue bonds; and

WHEREAS, the Public Hospital Agencies are authorized by Section 140.03, Ohio Revised Code to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by the Public Hospital Agencies in their respective individual capacities; and

WHEREAS, based, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, on the representations of the Corporation, it is determined and declared that it is necessary and for the best interests of the citizens, residents, and inhabitants of the respective jurisdictions served by the Public Hospital Agencies, that the Public Hospital Agencies cooperate in taking action to provide financing for the Project and promote the public health, safety, and general welfare of the jurisdictions served by the Public Hospital Agencies and by the Project, so that the Corporation, Lebanon and St. Mary's may acquire, construct, renovate, repurpose, install and equip the Project, to promote the public purpose set forth in Section 140.02, Ohio Revised Code and reduce the cost of patient care and to provide a savings to the parties and others who must pay for such care; and

WHEREAS, based, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, on the representations of the Corporation, it is determined and declared that the Project and this Agreement will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, it is necessary, desirable, and authorized by Chapter 140, Ohio Revised Code that the County approve, but solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance by the Issuer of the Bonds to provide funds to finance the costs of the Project; and

WHEREAS, it is deemed advisable that the Public Hospital Agencies enter into this Agreement to authorize the Issuer to issue the Bonds, the proceeds of which shall be used to finance the Project, all of which will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, the Issuer intends to issue the Bonds in order to refinance the acquisition, construction, installation and equipping of the Project;

NOW, THEREFORE, THE COUNTY OF WARREN, OHIO AND COUNTY OF AUGLAIZE, HEREBY AGREE AS FOLLOWS:

ARTICLE I

ISSUANCE OF BONDS BY PUBLIC HOSPITAL AGENCIES

The Public Hospital Agencies hereby jointly associate for the purpose of authorizing the Issuer to issue the Bonds to refinance the portion(s) of the Project (as defined in the Preambles hereto) within their respective boundaries pursuant to Chapter 140, Ohio Revised Code. The Issuer has adopted a resolution authorizing the execution of this Agreement and approving the issuance of the Bonds. The Bonds will be special obligations of the Issuer and are not obligations of or issued on behalf of the County.

The Hospital Facilities refinanced from the proceeds of the Bonds shall be leased by the Corporation or its affiliates to the Issuer and subleased pursuant to the provisions of Section 140.05, Ohio Revised Code, by the Issuer to the Corporation or its affiliates and the proceedings authorizing such Bonds may provide for the pledging of all or any part of the hospital receipts, as defined in Section 140.01, Ohio Revised Code (the "Hospital Receipts"), and the investment income therefrom, to be received by or on behalf of the Issuer pursuant to such sublease agreement entered into in connection with the issuance of the Bonds, and such proceedings may provide that, as security for the Bonds, the Issuer agrees to pledge, and/or grant security interests in such Hospital Receipts, and in any other funds or revenues contributed to or received by the Public Hospital Agencies in connection with such Project; such pledged Hospital Receipts will be assigned by the Issuer to the trustee for the bondholders.

The Public Hospital Agencies contemplate and specifically authorize the Issuer to carry out all actions necessary to implement the Project and issue the Bonds, and the Issuer hereby accepts the authorization to act in such capacity.

ARTICLE II

ADDRESSES AND PLACES OF BUSINESS

The principal offices and places of business of the Public Hospital Agencies shall be as follows:

Issuer:	County of Warren, Ohio County Administration Building 406 Justice Drive Lebanon, Ohio 45036 <u>Attn:</u> Clerk, Board of County Commissioners
County of Auglaize, Ohio	County of Auglaize, Ohio 209 S. Blackhoof Street, Room 201 Wapakoneta, Ohio 45895-1972 <u>Attn:</u> Clerk, Board of County Commissioners

ARTICLE III

DURATION

This Agreement shall be effective from and after its execution by the Public Hospital Agencies. The duration of this Agreement from and after said effective date shall be until the date of final payment and retirement of all Bonds issued by the Issuer pursuant to this Agreement. The only Bonds authorized to be issued pursuant to this Agreement shall be Bonds issued to finance the acquisition, construction, installation and equipping of the Project.

ARTICLE IV

NO SEPARATE GOVERNING BODY; COSTS

There shall be no separate governing body of this Agreement. The Agreement is undertaken jointly by the Public Hospital Agencies, and all actions pursuant to this Agreement, other than the resolution adopted by the County authorizing this Agreement and approving the Issuer's issuance of the Bonds, shall be undertaken by the Issuer, with all proceedings and documents being signed by authorized representatives of the Issuer, and the Bonds may be executed with the manual or facsimile signature of the appropriate official or officials of the Issuer.

The County shall have no financial obligation with respect to the Bonds or the Project. With respect to the Issuer, the financing for the Project shall be provided from the proceeds from the sale of the Bonds, earnings thereon, Hospital Receipts from the Corporation and fees paid in connection with the Project, and the Issuer shall not be obligated to provide funds for the Project from any other sources, and shall not be required to establish and maintain a budget for the Project or for the refunding of the Prior Bonds.

ARTICLE V

TERMINATION OF AGREEMENT; WITHDRAWAL OF PUBLIC HOSPITAL AGENCIES; AMENDMENTS

(a) Any Public Hospital Agency may terminate this Agreement and withdraw its approval of the proposed Project at any time prior to the issuance of the Bonds, upon thirty days' written notice to the other Public Hospital Agencies, and may otherwise withdraw upon such notice upon the following conditions:

(1) Such termination at that time shall not, in the opinion of recognized Bond Counsel, constitute an act of default in connection with any outstanding bonds, or any obligation(s) of such terminating Public Hospital Agency under any agreement with any of the other Public Hospital Agencies; and

(2) This Agreement may be amended at any time, including, without limitation, amendments which add additional public hospital agencies as parties to this Agreement, with the written consent of all parties hereto to such amendment or amendments, without any further action being necessary with respect to such amendment or amendments.

ARTICLE VI

BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE COUNTY OR GENERAL OBLIGATION INDEBTEDNESS OF THE ISSUER, AND NO OFFICIAL SHALL HAVE ANY PERSONAL LIABILITY FOR BONDS OR ANY INDEBTEDNESS IN CONNECTION THEREWITH

Bonds issued pursuant to this Agreement shall be revenue obligations of the Issuer, payable solely from and secured by a pledge of the proceeds of the Bonds until disbursed, the investment of such proceeds (including loans purchased with such proceeds), and all revenues, funds, proceeds of insurance, and other assets pledged under the trust indenture authorizing and securing the Bonds, which amount shall be pledged to be set aside as a special fund or funds for that purpose, and such Bonds shall not constitute general obligations, debt or bonded indebtedness of the Issuer or any Public Hospital Agency within the meaning of the Constitution and laws of the State of Ohio and the holders or owners thereof shall not be given the right, and shall have no right, to have excises or taxes levied for the payment of bond service charges. The Bonds shall not be obligations of the County.

None of the officials of the Public Hospital Agencies, or of any of the members of the legislative bodies of the jurisdictions served by the Public Hospital Agencies or their officers or employees, shall be liable in their personal capacities on such Bonds, bond proceedings, other agreements or the contract created pursuant to this Agreement.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

ARTICLE VII

MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Warren, Ohio by its duly authorized officers, duly authorized by proceedings of its Board of County Commissioners as of the date first above written.

COUNTY OF WARREN, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

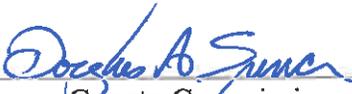
By: _____
County Commissioner

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Auglaize Ohio by its duly authorized officers, duly authorized by proceedings of its Board of County Commissioners as of the date first above written.

COUNTY OF AUGLAIZE, OHIO

By: 
County Commissioner

By: 
County Commissioner

By: 
County Commissioner

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