

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Retrospective Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

WHEREAS, the proposed agreement with CCAOSC regarding the retrospective rating plan projects a refund for Auglaize County for program year 2016 to be approximately 23% payable over a three year period; and,

WHEREAS, the Board feels this savings to be significant enough for association with this group retrospective rating plan.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute an Agreement for the County's participation in the CCAO Workers' Compensation Group Retrospective Rating Plan for calendar year 2016; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Retrospective Rating Plan Administration fee as determined and submitted by CCAOSC; and,

BE IT FURTHER RESOLVED that a copy of the executed agreement 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
14th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: CCAOSC
County Auditor – Janet Schuler
Comp Management, Inc.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of May 14, 2015, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and AUGLAIZE COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
 - (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
2. The Participant represents and warrants as follows:
 - (1) It is a member in good standing of the County Commissioners' Association of Ohio.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.

- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
- (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

3. CCAOSC shall:
 - (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
 - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
 - (3) perform such additional duties as are required of it by this Agreement.
4. The Participant shall:
 - (1) join and participate in the CCAO Group Retrospective Rating Plan; and
 - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by CCAOSC. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, as TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Safety Expectations Survey and working toward accomplishing all of the Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county.

A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2016 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2015. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 4/13/2015

By: _____



David W. Brooks

AUGLAIZE COUNTY

Date: 5/14/15

By: _____



Signature of Authorized Official

County Name: AUGLAIZE COUNTY

Address: 209 S. BLACKHOOF ST., RM. 102

City, State, Zip: WAPAKONETA OH 45895-1989

OBWC Number: 30600001

APPROVED AS TO FORM (if required)



Prosecuting Attorney

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS Auglaize County is currently enrolled in County Commissioners Association of Ohio's Compensation Retrospective Rating Program pursuant to Ohio Administrative Rule 4123-17-73 and has participated in the program since 2014; and,

WHEREAS, CCAO projects a refund for Auglaize County for program year 2016 to be approximately 23% payable over a three year period; and,

WHEREAS, the Board feels this savings to be significant enough for Auglaize County to re-enroll in the Group Retrospective Rating Program.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute the enrollment application for the County's participation in the CCAO Workers' Compensation Retrospective Rating Program for calendar year 2016.

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

Adopted this
14th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman
John N. Bergman

cc: CCAOSC
County Auditor – Janet Schuler
Comp Management, Inc.

**IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF THE FY 2016 COMMUNITY
BASED CORRECTION PROGRAM SUBSIDY GRANT AGREEMENT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of
May, 2015.

Commissioner Bergman 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 \$28,263.00, to be paid in four equal
installments of \$7,065.75 for the period beginning 07/01/2015 to 06/30/2016; 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 Regula seconded the Resolution and upon the roll being called, the vote
resulted in the adoption of the Resolution as follows:

Adopted this
14th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: Judge Pepple

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
NON-RESIDENTIAL MISDEMEANANT

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 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), 770 West Broad Street, Columbus, Ohio and Auglaize County (hereinafter referred to as Grantee), 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 Twenty-Eight Thousand Two Hundred and Sixty-Three Dollars (\$28,263.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$7,065.75, 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. Total expenditures for Fiscal Year 2016 (07/01/2015 to 06/30/2016) will not in any case exceed \$28,263.00.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
PSI	408-PSI-2016-App-AuglaCPAPD-00072	\$ 28,263
		\$
		\$
		\$
		\$
		\$

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, 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 R.C. 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 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 automated 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, 2016 . 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 application in response to Grantor's Community Correction Act Grant Application. 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 Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2016 . The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's 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's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application 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 Managing Director of Courts and Community 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 budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding 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 for the term of this Agreement 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, termination, and reassessment 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 pre-sentence investigation grants.
 - 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 30, 2016.

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 made by the Grantee with Funds 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 represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

- 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 Bureau of Community

Sanctions.

- 14. Finding for Recovery:** The Grantee warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.
- 15. Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 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, O.R.C. Section 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, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor’s funding source.
- 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 R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 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. Finding for Recovery:** Grantee warrants that it is not subject to an “unresolved” under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.
- 27. 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.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

Douglas A. Sencer May 14, 2015
County Commissioner Date

Don Regula May 14, 2015
County Commissioner Date

John N. Bergman May 14, 2015
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

FOR THE GRANTEE:

Mayor/City Manager Date

County Commissioners' Office
Auglaize County, Ohio
May 14, 2015

No. 15-225

IN THE MATTER OF AUTHORIZING A CHANGE ORDER #1 FOR HOUSING REHABILITATION FOR ELIZABETH WEITZEL UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 14th day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

WHEREAS, in Resolution #15-169, dated April 14, 2015, the Board approved rehabilitation to the property of Elizabeth Weitzel at a cost of \$10,790.00; and,

WHEREAS, Poggemeyer Design Group Inc. has advised the Board of the need for a change order #1 in the amount of \$710.00; said change order is to remove existing tub/shower unit and existing wall assembly, expose waterlines and make repairs and re-install existing tub/shower unit/assembly; and,

WHEREAS, this change order will alter the new cost to \$11,500.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the above noted change order for housing rehabilitation work for the Elizabeth Weitzel property.

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

Adopted this
14th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Cc: Gayle Flaczynski – Poggemeyer Design Group
- Esther Leffel – BOCC Clerk

IN THE MATTER OF APPROVING CONTRACT FOR SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND LIMA ALLEN COUNCIL ON COMMUNITY AFFAIRS (LACCA) FOR THE PURCHASE OF TANF/OWF/PRC, WIA, TITLE XIX AND TITLE XX SOCIAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has chosen to contract with Lima Allen Council on Community Affairs (LACCA) pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act H.R. 3734, Workforce Investment Act, House Bill 408, and rules promulgated by the Ohio Department of Job and Family Services, ACDJFS is authorized to contract with public and/or private agencies for the purchase of TANF/OWF/PRC, WIA, Title XIX, and Title XX social services; and,

WHEREAS, a contract for specific social services between the Auglaize County Department of Job and Family Services has been submitted to the Board of County Commissioners with a request that the Board approve and execute same at the terms so stated in said contract for the time period from May 1, 2015 through September 30, 2016 at the cost not to exceed \$113,783.34.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the contract for TANF/OWF/PRC, WIA, Title XIX, and Title XX social services between Auglaize County Department of Job and Family Services and Lima Allen Council on Community Affairs (LACCA); and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contract.

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

Adopted this 14th day
of May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: Auglaize County Department
of Job & Family Services

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of May, 2015.

Commissioner Bergman 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>
394263	\$ 220.51	Wapakoneta Daily News
394266	\$33,048.37	Perry ProTech
394266	\$ 237.65	Perry ProTech
394294	\$ 1705.51	Integrity Ambulance
394377	\$28,100.68	VTF Excavation, LLC
394408	\$ 5,815.95	Gordon Food Service
394429	\$ 2,952.44	Anda Meds
394437	\$ 120.94	US Bank
394437	\$ 204.82	US Bank
394445	\$ 227.66	Angela Ahlers
394459	\$ 1,457.24	Dominion
394463	\$34,788.73	John Deere

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

Adopted this
14th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: County Auditor

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of May, 2015.

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 sessions for the purpose of attending a informational meeting for the Auglaize Acres Allocation Project on Monday, March 18, 2015 from 8:30 a.m. – 9:00 a.m. at the Auglaize Acres, Wapakoneta, Ohio; and for attending the VFW Color Guard Salute on Monday, May 18, 2015 from 10:00 a.m. – 11:00 a.m. at the Auglaize Acres, Wapakoneta, Ohio or until the conclusion of the meetings.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, May 18, 2015 from 8:30 a.m. – 9:00 a.m. and set Monday, May 18, 2015 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 for the purpose as set forth; and,

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

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

Adopted this
14th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , Yes
Douglas A. Spencer

Don Regula , Yes
Don Regula

ABSENT
John N. Bergman

cc: newspapers