

IN THE MATTER AUTHORIZING A RENEWAL APPLICATION WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC FOR CYBER LIABILITY INSURANCE FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County was presented a client authorization form to bind coverage for cyber liability insurance and a cyber insurance renewal application with Arthur J. Gallagher Risk Management Services, Inc; and,

WHEREAS, this policy period will become effective on 12/01/2017 and remain in effect until 12/01/2018; and,

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has submitted the renewal application to the Board for its approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the cyber liability insurance and cyber insurance state of fact with Arthur J. Gallagher Risk Management Services, Inc. and does authorize Douglas A. Spencer, Vice President of the Board, to execute said documents.

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

cc: Arthur Gallagher – Kevin Fink

IN THE MATTER OF AUGLAIZE COUNTY BOARD OF COMMISSIONERS APPROVING A RESOLUTION OF SUPPORT FOR THE ENDORSEMENT OF THE WEST CENTRAL OHIO REGIONAL TRANSPORTATION COORDINATION PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) required and Moving Ahead for Progress in the 21st Century (MAP-21) instituted the preparation of a locally developed Public Transit-Human Services Transportation Coordination Plan; and, hereinafter known as the "West Central Ohio Regional Transportation Coordination Plan, for local entities to retain eligibility for Federal Transit Administration (FTA) funding especially Section 5310 Transportation for Elderly Persons and Persons with Disabilities; and,

WHEREAS, the Fixing America's Surface Transportation (FAST) Act modified the Elderly & Disabled Program (5310) and State of Good Repair Program (5337) and introduced a Bus and Bus Facilities Discretionary Grant (5335), in 2015 that essentially worked to change the historical structure of the grant application process and available funding for both fixed route and demand response transportation services -especially the elderly and disabled; and,

WHEREAS, the Lima-Allen County Regional Planning Commission (LACRPC) did, under a memorandum of understanding with the Ohio Department of Transportation and local political subdivisions, prepare the required locally developed Transportation Coordination Plan for West Central Ohio; and,

WHEREAS, the Plan was developed in a public planning process that included representatives of public, private and nonprofit transportation and human services providers, and consumers including the elderly and disabled, as well as the participation by the general public and local elected officials; and,

WHEREAS, the Plan provides for general public transportation with an emphasis on elderly, disabled, and economically disadvantaged populations; and,

WHEREAS, the Plan is based on interagency coordination that allows the participation of all state and federally funded agencies and programs with transportation needs in the proposed service area; and,

WHEREAS, the Plan was designed to meet, and currently meets, the planning and service compliance requirements of Federal Transit Administration programming and the Ohio Department of Transportation; and,

WHEREAS, to allow comment on the proposed Plan, the LACRPC conducted the public planning process and public meeting in compliance with the MPO's adopted Public Participation Plan; and,

WHEREAS, the Plan focuses on furthering cooperative multi-agency services across a 4-county regional of West Central Ohio inclusive of Allen, Auglaize, Mercer and Van Wert counties; now therefore,

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO, recognizes, recognizes the (1) public planning process as being compliant with mandates of SAFETEA-LU, MAP-21 and FAST legislation, and (2) the findings of the Plan as in the best interest of the residents of Auglaize County, Ohio, and (3) endorses the strategies and recommendations contained therein.

Resolution Continued

West Central Ohio Regional Transportation Coordination Plan – Support

November 28, 2017 – Page two

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

John N. Bergman

Douglas A. Spencer Yes

Douglas A. Spencer

Don Regula Yes

Don Regula

cc: Lima Allen County Regional Planning Commission
Thomas Mazur

IN THE MATTER OF APPROVING CONTRACT FOR SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND WEST OHIO COMMUNITY ACTION COMMITTEE (WOCAP) 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 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has chosen to contract with West Ohio Community Action Committee (WOCAP) 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 January 1, 2018 through September 30, 2018 at the cost not to exceed \$128,951.00.

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 West Ohio Community Action Committee (WOCAP); and,

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

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

Adopted this 28th day
of November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, Yes
Don Regula

cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF APPROVING CONTRACT FOR SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND WEST OHIO COMMUNITY ACTION COMMITTEE (WOCAP) 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 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has chosen to contract with West Ohio Community Action Committee (WOCAP) 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 January 1, 2018 through September 30, 2018 at the cost not to exceed \$160,000.00.

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 West Ohio Community Action Committee (WOCAP); and,

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

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

Adopted this 38th day
of November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

✓ cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF AUTHORIZING FRANK'S CONTRACTING AND MAINTENANCE SERVICES TO REMOVE SNOW FROM PARKING AREAS 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 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to contract snow removal services for the Auglaize County Department of Job & Family Services; and,

WHEREAS, a proposal from Frank's Contracting and Maintenance Services has been submitted to the Board of County Commissioners for snow removal services for the parking areas at the department; and,

WHEREAS, said agreement would be in effect from November 15, 2017 through June 1, 2018 at a fixed unit rate of \$265.00 per each occurrence for 2 – 6 inches of snow or \$395.00 per each occurrence for 6-12 inches of snow. Skid loader if needed is \$100.00/hour. All invoice must be submitted within 30 days of the service being performed and this contract may not exceed \$5,000.00 unless otherwise amended; and,

WHEREAS, the Board has been requested to approve the agreement and authorize Frank's Contracting and Maintenance Services to perform snow removal services at the Auglaize County Department of Job & Family Services as specified above.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the agreement of Frank's Contracting and Maintenance Services and does authorize said company to perform snow removal services at the Auglaize County Department of Job & Family Services as so proposed; and,

BE IT FURTHER RESOLVED that said Board does authorize the execution of the said agreement.

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: County Department of Job & Family Services –
Michael Morrow

County Commissioners' Office
Auglaize County, Ohio
November 28, 2017

No. 17-484

**IN THE MATTER OF AUTHORIZING A CHANGE ORDER #2 FOR HOUSING HOME REPAIR FOR
KIMBERLY HUDNALL UNDER THE C.H.I.P. PROGRAM.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 28th day of November, 2017.

Commissioner Regula 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 #17-417, dated October 17, 2017, the Board approved home repair to the property of Kimberly Hudnall at a cost of \$8,943.00; and,

WHEREAS, in Resolution #17-438, dated November 2, 2017 the Board approved change order #1 in the amount of \$812.00 to the property of Kimberly Hudnall; and,

WHEREAS, Poggemeyer Design Group Inc. has advised the Board of the need for a change order #2 in the amount of \$200.00; said change order is for the reason: Repair of existing entry floor at north entry door; and,

WHEREAS, this change order will alter the new cost to \$9,955.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the above noted change order #2 for home repair work for the Kimberly Hudnall's property.

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>ABSENT</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: Gayle Flaczynski – Poggemeyer Design Group
 Esther Leffel – BOCC Clerk

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 1 WITH STEMEN'S CONCRETE FOR THE CITY OF WAPAKONETA 2017 MAPLE STREET IMPROVEMENT PROJECT, USING PY'16 CDBG ALLOCATION PROGRAM FUNDS; AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER NO. 1.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the City of St. Wapakoneta has been granted funding in the amount of \$77,400.00 through the P.Y. '16 CDBG Allocation Program Funds for the Maple Street Improvement Project; and,

WHEREAS, bid award for this project was granted to Stemen's Concrete at the cost of \$66,375.00; and,

WHEREAS, it was determined by Auglaize County and the City of Wapakoneta that the following Change Order No. 1 needed to be made to the contract documents, this increased the contract by a grand total of \$10,990.00: "due added curbing and 6" concrete approach" and extended the contract completion date to November 30, 2017; and,

WHEREAS, the Change Order #1 which will be part of this resolution; and,

WHEREAS, Poggemeyer Design Group, Inc., County's CDBG Administrator, reviewed the suggestions; finding all to be in order and allowable; and,

WHEREAS, Stemen's Concrete is able to accommodate this Change Order No. 1; and,

WHEREAS, Change Order No. 1 for the City of Wapakoneta Maple Street Improvement Project has been presented to the Board of County Commissioners for approval and authorization of the following project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 1 for the additions to the contract with Stemen's Concrete for the City of Wapakoneta Maple Street Improvement Project; and,

BE IT FURTHER RESOLVED that the Stemen's Concrete contract price for said project has been increased by \$10,990.00 for a total of \$77,365.00 and the CDBG grant fund will pay \$77,365.00.

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

- cc: Gayle Flaczynski – Poggemeyer Design Group
- ✓ City of Wapakoneta
- ✓ Clerk of the Board
- ✓ Stemen's Concrete

CHANGE ORDER

No. 1 Project: City of Wapakoneta 2017 CDBG Maple Street Improvement Project
Date: _____ Contract No. _____

I. The following changes are hereby made to the contract documents (attach documentation):

Added curbing + 4" concrete approach

II. The following change is made to the contract price:

\$ 1010,375.00 original contract price
_____ previous change/extras
10,990.00 this change/extra
\$ 77,365.00 subtotal
_____ deductions
\$ 77,365.00 net total

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by 30 calendar days, making the date for completion of all work Nov. 30, 2017.

IV. There will be no claims for damages resulting from this change.

_____ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____.

Change requested by *[Signature]* Date 11/17/17
Jerry Stemen, Stemen's Concrete

Change recommended by *[Signature]* Date 11-17-17
Mary Ruck, City of Wapakoneta

Change accepted by *[Signature]* Date 11-~~28~~³⁰-2017
John N. Bergman, Auglaize County Board of Commissioners

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

Recorder Fund:

Amount:	From:	To:
\$ 143.00	001.0602.530300 (Supplies)	001.0602.530700 (Travel)

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

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

- cc: County Auditor
- ✓ County Administrator
- ✓ Recorder

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN AUGLAIZE ACRES AND PLANTE & MORAN, PLLC; AND AUTHORIZING THE PRESIDENT OF THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, Auglaize Acres Administrator Kim Sudhoff submitted the following Professional Services Agreement to the Board of County Commissioners with Plante & Moran, PLLC to prepare, from information that was provided, the following Auglaize Acres Medicaid and Medicare Cost Reports for the year ended December 31, 2017.

WHEREAS, the fees for preparing the Medicaid and Medicare cost reports with required attachments are estimated to be \$9,700.00, which is generally based on the amount of staff time utilized, plus any out of pocket expenses. Also included are corresponding executive management reports.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Professional Services Agreement between Auglaize Acres and Plante & Moran, PLLC; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board of Auglaize County Commissioners to execute said Professional Services Agreement.

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

cc: Auglaize Acres – Kim Sudhoff



Plante & Moran, PLLC
Suite 100
250 S. High Street
Columbus, OH 43215
Tel: 614.849.8000
Fax: 614.221.8535
plantemoran.com

November 13, 2017

Auglaize County Commissioners
c/o Kim Sudhoff
Auglaize Acres
13093 Infirmary Road
Wapakoneta, Ohio 45895

Dear Kim:

Thank you for your selection of Plante & Moran, PLLC to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to Auglaize Acres ("Auglaize Acres").

Scope of Services

We will prepare the following cost reports for the year ended December 31, 2017:

- Auglaize Acres Medicaid and Medicare Cost Reports with required attachments

The cost report preparation process will be based on information provided by Auglaize Acres. We will review the information provided for overall reasonableness, but will not be performing any detailed procedures or testing to verify the completeness or accuracy of the information provided.

We will not be preparing any other filings that may be required under the Medicaid/Medicare programs unless you specifically request us to do so. Thus, cost report fees do not include the review of Medicaid/Medicare rate settings, ODJFS cost verifications or ODJFS and CMS cost report settlements. If you require any additional services, including accounting, consulting or tax assistance, those services will be detailed in a separate engagement letter.

Timing of Services

We will begin work on this engagement upon receipt of all required documentation. We estimate that once all required documentation is supplied, we will need approximately three weeks to prepare of the aforementioned cost reports.

Fees and Payment Terms

Our fees for preparing Auglaize Acres' Medicaid and Medicare cost reports with required attachments are estimated to be \$9,700, which is generally based on the amount of staff time utilized, plus any out of pocket expenses. Also included are corresponding executive management reports.

Kim Sudhoff
Auglaize Acres

November 13, 2017

Our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,
Plante & Moran, PLLC



Denise Gadomski, CPA
Partner

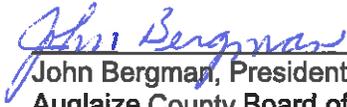


Jeffrey J. Heaphy, NHA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between Auglaize Acres and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Auglaize County Board of Commissioners



John Bergman, President
Auglaize County Board of Commissioners

November 30, 2017
Date

Professional Services Agreement – Cost Report Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for cost report services dated November 13, 2017 between Plante & Moran, PLLC (referred to herein as “PM”) and Auglaize Acres (referred to herein as “Auglaize Acres”).

1. **Cost Report Preparation** – PM will prepare, from information provided by Auglaize Acres management, the December 31, 2017 Medicare and Medicaid cost reports for Auglaize Acres.
2. **Management Responsibilities** – Management is responsible for compliance with all rules and regulations of the fiscal intermediary and the Centers for Medicare and Medicaid Services as they relate to the Medicare and Medicaid cost reports. PM’s procedures do not include testing compliance with laws and regulations in any jurisdiction (including, but not limited to, those related to the Medicare anti-fraud and abuse statutes).

Auglaize Acres agrees that it is responsible for providing or making available to PM in a timely manner, the records, schedules, and analyses of information necessary for the preparation of complete and accurate cost reports. Auglaize Acres personnel will provide PM, in a timely and orderly manner, with assistance and information PM may request during the course of this engagement, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and verbal requests as necessary during the course of this engagement. In addition, Auglaize Acres will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Auglaize Acres will allow PM unrestricted access to personnel within the company from whom PM determines it necessary to obtain information.

The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Auglaize Acres acknowledges that Auglaize Acres is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. Auglaize Acres has designated Kim Sudhoff to oversee the services PM will provide.

PM will not audit or verify the information provided; however, PM may ask for additional clarification of some of that information. If any information that Auglaize Acres provides appears to be incomplete or inaccurate, PM will request additional or revised information to be provided. This delay may require the rescheduling or suspension of work. In the event that work is rescheduled or suspended, and subsequently resumed, PM offers no guarantee, express or implied that PM will be able to meet any regulatory filing deadlines or other previously established deadlines related to the completion of its work.

Where PM has provided estimates of the timing of PM’s engagement and completion of the cost reports, those estimates are dependent on Auglaize Acres providing PM with all such records, schedules, and analyses on the date PM’s work commences. Because rescheduling or suspending work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling or suspending its work. These fee adjustments will be in accordance with the Fee Adjustments provision of this agreement.

3. **Limitations of Cost Report Preparation Engagement** – PM will prepare the cost reports based on information provided by Auglaize Acres management. PM will not audit in accordance with auditing standards generally accepted in the United States of America or complete a review in accordance with the standards established by the American Institute of Certified Public Accountants on the December 31, 2017 cost reports or any of the information provided for the preparation of the December 31, 2017 cost reports. In addition, PM will not provide any form of assurance with respect to the information provided by management as a basis for the preparation of the December 31, 2017 cost reports, including testing in any way or rendering any form of assurance on the propriety or allowability of the specific costs to be claimed on the December 31, 2017 cost reports.

PM’s engagement is not designed and cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcation that may exist. However, during the engagement, if PM becomes aware of errors, irregularities, or illegal acts, including fraud or defalcation, PM will communicate them to Auglaize Acres in a separate letter. In addition, PM’s engagement procedures are not designed to identify and communicate significant deficiencies or material weaknesses in Auglaize Acres’ internal control structure. A separate engagement would be needed to disclose reportable conditions, or significant deficiencies in the design or operation of the internal control structure.

Professional Services Agreement –Cost Report Preparation

4. **Regulatory Authority Audits** – Auglaize Acres' cost reports and filings may be subject to audit by applicable regulatory authorities. PM provides no guarantee, express or implied, of the outcome of any audit or any other determination by a regulatory authority with respect to the cost reports listed in the accompanying engagement letter. In the event that such cost reports are selected for examination by a regulatory authority, PM is available to represent Auglaize Acres in such a situation at an additional charge. PM's fee for the cost report preparation services covered by this agreement does not include representation in any examination or responding to other inquiries by regulatory authorities.
5. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Auglaize Acres, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Auglaize Acres, and PM will not use such information for any purpose other than its engagement or disclose such information to any other person or entity without the prior written consent of Auglaize Acres.

In the interest of facilitating PM's services to Auglaize Acres, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Auglaize Acres recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Auglaize Acres and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Auglaize Acres in a timely manner of such request and to cooperate with Auglaize Acres should it attempt, at Auglaize Acres' cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Auglaize Acres as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM agrees that, to the extent required by law, PM will allow the Comptroller General of the United States, United States Department of Health and Human Services, and its duly authorized representatives to have access to this engagement letter and other documents and records in PM's possession in connection with any investigation regarding the nature and costs of services provided by Auglaize Acres to its residents.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Auglaize Acres' written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Auglaize Acres acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Auglaize Acres. In order to enable these service providers to assist PM in this capacity, Auglaize Acres, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Auglaize Acres' information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Auglaize Acres' consent shall be continuing until the services provided for this engagement agreement are completed.

Professional Services Agreement – Cost Report Preparation

7. **Protected Health Information** – If and to the extent PM needs to review protected health information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to perform the engaged services, PM and Auglaize Acres agree to separately execute a Business Associate Agreement and Auglaize Acres agrees to make reasonable efforts to limit the disclosure of any PHI to the minimum amount necessary to accomplish the intended purpose of the disclosure to PM.
8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on information provided by Auglaize Acres regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM’s estimates, PM’s estimated fees will be adjusted for the additional time PM incurs as a result. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement. Auglaize Acres acknowledges that the following circumstances will may result in an increase in fees:
 - Failure by Auglaize Acres to complete its preparation work by the applicable due dates;
 - Delays by Auglaize Acres causing scheduling changes or disruption of fieldwork;
 - Circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the compilation;PM will endeavor to advise Auglaize Acres in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.
9. **Payment Terms** – PM’s invoices for services are due when received. Other invoices are due upon receipt. In the event any of PM’s invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of cost report(s) upon resumption of PM’s work. Auglaize Acres agrees that in the event PM stops work or terminates this Agreement as a result of Auglaize Acres’ failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
10. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM’s invoices related to this engagement. Auglaize Acres acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
11. **Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM’s services provided under this engagement.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order or other legal process (in a matter involving Auglaize Acres but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Auglaize Acres agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM’s services will cease and PM’s engagement will be deemed to have been completed. Auglaize Acres will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
14. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
15. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

Professional Services Agreement – Cost Report Preparation

- 16. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). Auglaize Acres acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 17. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 18. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Ohio.

End of Agreement – Cost Report Preparation Services

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY, OHIO AND FIRSTENERGY SOLUTIONS, CORP; AND AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of November, 2017.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the County entered into an Agreement on March 8, 2012 in Resolution #12-107 with FirstEnergy Solutions, Corp to provide energy and energy-related services to Eligible Customers through the Aggregation Program; and,

WHEREAS, the Board of Auglaize County Commissioners approved the First Amendment in Resolution #16-469, dated December 22, 2016; and,

WHEREAS, First Energy Solutions Corp presented the second amendment to the master agreement that both parties mutually agree to lower the price in the Agreement for the Dayton Power and Light (DPL) and Ohio Power (OP) service territory to 4.89¢ per kWh (Residential RS & RS-1), Commercial (GS1, GS2, GS3 below 700,000 kWh and 200 KW annually) for the term beginning with March 2018 meter read dates through March 2021 meter read dates; and,

WHEREAS, the second amendment to the master agreement to provide services to an aggregated group will become part of this resolution.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Second Amendment to the Master Agreement to provide services to an aggregated group between the Board of County Commissioners, Auglaize County, Ohio and FirstEnergy Solutions, Corp; and,

BE IT FURTHER RESOLVED that the Vice President of the Board is hereby authorized to execute said amendment as presented.

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

Adopted this
28th day of
November, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer ye
Douglas A. Spencer

Don Regula yes
Don Regula

**SECOND AMENDMENT
TO THE MASTER AGREEMENT TO PROVIDE
SERVICES TO AN AGGREGATED GROUP
BETWEEN BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY, OHIO
AND
FIRSTENERGY SOLUTIONS CORP.**

This Second Amendment (“Amendment”) is entered into this 28th day of November, 2017 (“Effective Date”), by and between **Board of County Commissioners, Auglaize County, Ohio** (“County”), an Ohio governmental aggregator organized and existing under the laws of the State of Ohio and **FirstEnergy Solutions Corp.** (“FES”), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio (the “Parties”).

RECITALS

WHEREAS, FES and County are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated March 8, 2012 as amended by First Amendment dated December 22, 2016 (collectively, the “Agreement”);

WHEREAS, the Parties have mutually agreed to renew the Agreement for the Term beginning with March 2018 meter read dates through March 2021 meter read dates (“Renewal Term”);

WHEREAS, the Parties have mutually agreed to further amend the Master Agreement by replacing a paragraph, in its entirety, in ARTICLE 5 – BILLING AND PAYMENTS related to the pass through of additional costs imposed by an ISO or a RTO on FES that are not otherwise reimbursed by the EDU to FES or included in the EDU’s Price to Compare.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the Pricing provisions contained in the Renewal Term’s **Second Amendment Attachment A to Master Agreement Between Board of County Commissioners, Auglaize County, Ohio and FirstEnergy Solutions Corp. November 2017** attached (“Attachment A”).
2. The Parties agree to amend the Master Agreement by replacing a paragraph in ARTICLE 5 – BILLING AND PAYMENTS; namely 5.1 Additional Costs, as follows:

5.1 Additional Costs In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the Electric Distribution Utility (“EDU”) or takes any other action which affects the Price to Compare (“PTC”) or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating

procedure, which alters to the detriment of FES its costs to perform under this Agreement, Participating Customers may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact FES to accept the new terms, the Participating Customer(s) individual terms and conditions with FES will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether FES offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all FES charges through the date they are returned to their EDU or switched to another CRES provider for service.

3. All other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

FIRSTENERGY SOLUTIONS CORP.

**BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO**

FirstEnergy Solutions Corp.:

Signed: _____
Printed: _____
Title: _____
Date: _____

Signed:  _____
Printed: Douglas A. Spencer
Title: Vice President
Date: November 28, 2017

**Second Amendment Attachment A to Master Agreement
Between
Board of County Commissioners, Auglaize County, Ohio and FirstEnergy
Solutions Corp. November 2017**

Pricing and Other Conditions to Retail Generation Service Offer

Renewal Term:

Beginning with March 2018 meter read dates through March 2021 meter read dates

Pricing:

4.89¢ per kWh

EDU:

Dayton Power & Light (DPL)

Ohio Power (OP)

Eligible Rate Codes:

Residential (RS & RS-1), Commercial (GS1, GS2, GS3 below 700,000 kWh and 200 KW annually)

Mercantile Accounts: National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial and industrial accounts with annual usage over 700,000 kWh must provide their affirmative consent and "opt-in" to the program.

Termination Fee:

None

Administrative Fee:

FES shall pay to the County's Consultant, CCAOSC Energy Solutions, \$0.00045 per kWh delivered/consumed and paid for by Members under the Aggregation Program on a monthly basis. In addition to Members' consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Member or Members' accounts that join the Aggregation Program.

Communities Served:

1. St. Mary's Township (DPL)
2. Clay Township (DPL)
3. Moulton Township (OP)

Administrative Services:

- Design, print and mail the Opt-out letter to all Eligible Customers including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- In the case of an Opt-in program for Mercantile Accounts:
 - > Design, print and mail the Opt-in marketing materials and letters, conduct follow up interaction which may include phone and email contact to all eligible participants.
 - > Administer the Opt-in process including database preparation, handling of opt-in form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Conduct supplemental opt-out mailings on a periodic basis throughout the above Term.