

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 7th day of September, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
417574	\$ 2,499.80	Treasurer of State of Ohio
417662	\$ 349.56	LightGov

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

Adopted this
7th day
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Jr.
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula, Jr.
Don Regula

✓cc: County Auditor

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO MAKE PERMANENT DITCH
MAINTENANCE ASSESSMENTS TO DITCH FUNDS AS DIRECTED BY THE COUNTY ENGINEER.**

The Board of Auglaize County Commissioners met in regular session on the 7th day of September, 2017.

Commissioner Spencer made the motion to adopt of the following:

RESOLUTION

WHEREAS, Doug Reinhart, County Engineer submitted a letter to the Board of County Commissioners requesting that the Board certify the following ditch maintenance assessments percentages to the Auglaize County Auditor, which are to be included in the next succeeding real estate tax collection; and,

WHEREAS, these maintenance assessments are needed to replenish each ditch maintenance fund for past, present and future maintenance work:

<u>DITCH NAME</u>	<u>DITCH MAINTENANCE ACCOUNT NUMBER</u>	<u>PERCENTAGE OF ORIGINAL ASSESSMENT TO BE LEVIED</u>
Bailey	400	15%
Barnes	401	5%
Blackhoof	403	20%
Brackney	405	3%
Grassley Link	406	15%
Clear Creek	408	3%
Cook	409	1%
Craft #1	410	20%
Dabbelt	412	20%
Waterman	413	5%
Doering	414	20%
Emerson	416	15%
Frazier #1	417	20%
Frazier #2	418	20%
Grassley	419	10%
Gutman #1	420	20%
Haufhaus	421	3%
Heidt #1	422	20%
Hemmert	424	20%
Howell	425	10%
Hunt	426	5%
Davis Joint	427	20%
Grubbs	428	5%
Kaiser	429	3%
Kaufman	430	20%
Hengstler	433	10%
Klosterman	434	20%
McName-Petesen Br.	437	5%
Metz	439	10%
Moeller	440	3%
Place	442	4%
Vornholt	443	2%
Porter-Lateral	444	3%
Potts	445	20%
Pusheta	446	2%
Ranga	447	20%
Ranga/Seibert	448	10%
Reichelderfer	449	20%
Ritchie #1	450	20%
Roediger #1	451	2%
Rohrbaugh-Severt #1	452	20%
St. Joe	453	20%
Shaffer	457	10%
Six Mile	459	20%
Sprague	460	10%
Spray	461	20%
Swartz Joint (Logan)	462	10%
Thrush	463	15%
Wallace Fork #1	465	5%

Resolution – continued
Percentage for Ditch Maintenance Assessments
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Waesch	466	20%
Warman	467	5%
Werner #1	468	15%
Wierwille	470	15%
Wright #1	471	20%
Wuebker	472	1%
Young	473	20%
Herbst	474	10%
Blasé	475	20%
Fledderjohann	476	20%
Sellers #2	477	2%
Bush #1	478	5%
Kaeck	479	5%
Miller	482	20%
Mallory	484	4%
Geiger-Doseck	486	5%
Muchinnippi	487	2%
Schultz	488	5%
Simms-Minnich	489	20%
Swartz Joint w/Van Wert	490	10%
Ritchie #2	491	1%
Doorley	493	1%
Roediger #2	495	2%
Henkener	496	3%
Bayshore	497	5%
Haberkamp	498	3%
Mile Creek	499	2% by joint county resolution
East Shelby	699	5%
Foltz	701	15%
Hussey	704	3%
Ritter	705	5%
Virginia Creek	706	5%
Werner No. 2	707	5%
Wierth	708	2%
Wright #2	709	20%
Benzing	710	3%
Craft #2	711	10%
Crow	713	20%
Todd	714	1%
Tulley	715	15%
Wissman #1	716	15%
Fisher	718	3%
Trotter	719	3%
Clover	721	1%
Schneider	723	1%
Akers	724	4%
Wallace Fork #2	728	2%
Waynesfield West	729	2%
Miami & Erie Canal	730	1%
Gray-Harrod	731	2%
Krites	732	5%
Egley	736	2%
Eisert	737	2%
Neeley	738	3%
Doseck #2	740	3%
Price	741	10%
Eisley	742	1%
Elsass	744	5%
Limbert	746	2%
Bergman-Werner	748	1%
Vondenhuevel	752	1%
Cogan	755	20%
Schaub	757	2%
Haberkamp-Jett	760	1%
Springer-Simms	761	1%
Huffman Run #2	762	6%
Wiesenmayer	763	20%
Kerr	765	20%

Resolution – continued
Percentage for Ditch Maintenance Assessments
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Schaub-Helminger	770	1%
Prairie Creek	773	3%
Huenke	774	1%
Kilger	776	2%
Cisco	782	2%
Dry Run	785	3%
Sudman	788	2%
Kohler #1	790	4%
Kohler #2	791	3%
Kohler #3	792	2%
Egley #2	793	2%
St. Marys River	799	20% by joint county resolution
Blew	803	1%
Smith	804	2%
Cook No. 2	805	10%
Vogel	806	3%
Warman #2	809	5%
Knueve	812	1%
South Ridge Pond	813	2%
Werst	815	1%
Downey	821	1%
Grubbs 2	822	1%
Nielsen	827	1%
Arnold	831	1%
Stoner	838	1%
Zink	839	2%
Simms Run	840	5%
Luedeke	843	1%
Muddy Creek	856	1%
Bennett	858	1%
Moulton	860	1%
Mack	862	5%
Prairie Creek Branch 2	869	2%
Northtown	896	4%

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the County Auditor to make the ditch maintenances assessments as before listed.

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

Adopted this
7th day of
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: County Engineer
✓ County Auditor

IN THE MATTER OF DOCUMENTING THE RECEIPT OF QUOTES/PROPOSALS AND AWARDING OF THE 2017 CDBG ADA ACCESSIBLE ENTRY DOOR MOULTON TOWNSHIP BUILDING PROJECT TO MOELLER DOOR & WINDOW; USING THE P.Y. '16 CDBG ALLOCATION GRANT FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners allocated the following sum from the P.Y. 2016 Community Development Block Grant (CDBG) Allocation Funds, appropriated \$13,000.00 to be used by Moulton Township for a ADA Accessible Entry Door Project; and,

WHEREAS, the Board of County Commissioners set the date and time to receive quotations/proposals, Resolution #17-325, August 29, 2017 at 10:00 a.m. for the 2017 CDBG ADA Accessible Entry Door Moulton Township Building Project quotes/proposals; and,

WHEREAS, two quotes/proposals were received by Erica L. Preston, County Administrator:

- Moeller Door & Window – Steel Frame \$4,190.00
- Moeller Door & Window – Aluminum Frame \$4,500.00; and,

WHEREAS, the Moulton Township Fiscal Officer, Larry Johns, was given the quotes for his review and comparison and Mr. Johns submitted a letter of recommendation with the low and most responsive quote being that from Moeller Door & Window be the quote selected for a total cost of \$4,500.00 for the 2017 CDBG ADA Accessible Entry Door Moulton Township Building Project with P.Y. 16 CDBG allocation funds; and,

WHEREAS, the Supplier Eligibility Verification for the recommended supplier was performed on the Internet on this date, confirming that said supplier is not debarred from federal projects.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby accept the recommendation as mentioned above and does award the project for the 2017 CDBG ADA Accessible Entry Door Moulton Township Building Project quote/proposal to Moeller Door & Window for \$4,500.00; using P.Y. 2016 CDBG Allocation Program funding will be used to complete the project.

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

Adopted this
7th day of
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

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

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT
WITH AUGLAIZE COUNTY FAIRGROUNDS AND THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of
September, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Job & Family Services has created the Work Experience Program which is to
provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would
provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The
main goal of the program is to move participants to self-sufficiency through employment. The Auglaize County
JFS and Auglaize County Fairgrounds agree that as a condition of this agreement, there shall be no discrimination
against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified
by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall be become effective on September 1, 2017 and will expire on August 31, 2019.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize
the execution of the Work Experience Program Agreement negotiated with the Auglaize County Fairgrounds.

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

Adopted this
7th day of
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF AUTHORIZING A TRANSUNION MASTER AGREEMENT FOR CONSUMER REPORTING AND ANCILLARY SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TRANS UNION LLC.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Michael Morrow, Director of the Auglaize County Department of Job and Family Services presented to the Board of County Commissioners a TransUnion master agreement between Trans Union LLC, with its principal place of business at 555 West Adams, Chicago, Illinois 60661 (“TransUnion”) and the Auglaize County Job & Family Services, located 12 N. Wood St., Wapakoneta, Ohio 45895 (“Agency”) regarding the request for Consumer Report Information pertaining to minor children for whom the Agency is acting in a fiduciary or representative capacity under applicable State law; and,

WHEREAS, the Agency agrees to retain copies of records evidencing Agency’s responsibility for any minor child for whom Consumer Report Information is requested for a minimum of five (5) years from the date of inquire, and make such records available to TransUnion upon request. Where Agency acts on behalf of minor children in a fiduciary or representative capacity pursuant to State law, the Consumer Report Information provided by TransUnion to Agency shall constitute only a commercial credit report and not a full consumer disclosure delivered to consumers pursuant to Section 609 of the FCRA; and,

WHEREAS, the Agency agrees to pay the fees and charges for Services provided to Agency under this Agreement. The term of this Agreement shall commence upon the effective date and shall remain in effect until terminated by any party hereto for any reason whatsoever by providing thirty (30) days prior written notification to the to the other party.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the TransUnion master agreement, as presented, for effective dates and provisions as mentioned above, between Auglaize County Department of Job & Family Services and Trans Union LLC for so mentioned services; and,

BE IT FURTHER RESOLVED that the Board does here by authorizes the execution of said agreement for 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
7th day of
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓cc: County Job & Family Services Dept. –
Michael Morrow

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP) FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a Ohio Department of Rehabilitation and Correction Subsidy Grant agreement for Targeted Community Alternatives to Prison (T-Cap) Funding, which awards the sum not to exceed \$199,218.00 in seven installments for the term beginning with the effective date of this Agreement and ending June 30, 2019 with the County having until September 30, 2020 to expend such funds; and,

WHEREAS, the installments will be paid in the following manner:

FY18 – Three payments totaling up to \$89,648.00;

FY19 – Four payments totaling up to \$109,570.00; 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 Ohio Department of Rehabilitation and Correction Subsidy for the Targeted Community Alternatives to Prison Funding; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said grant agreement by the Board of County Commissioners and the County Administrator of 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
7th day of
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: Common Pleas Judge – Fred Pepple
✓ Sheriff – Allen Solomon

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

SUBSIDY GRANT AGREEMENT FOR - Targeted

Community Alternatives to Prison

THIS SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (hereinafter referred to as “Agreement”), pursuant to authority in Sections 2929.34 and 5149.38 of the Ohio Revised Code (hereinafter referred to as RC), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as “Grantor”), located at 770 West Broad Street, Columbus, Ohio and Auglaize County (hereinafter referred to as “Grantee”), located at 201 Willipie Street, Wapakoneta, Ohio. The Grantor and the Grantee are hereinafter collectively referred to 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 2929.34 and 5149.38 to determine and award grant funds to assist local governments under the Targeting Community Alternatives to Prison (hereinafter referred to as T-CAP) program, that is 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.

WHEREAS, the purpose of this grant is to provide funds to Ohio counties to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio’s prison population. The grantor reserves the right to amend the T-CAP grant program should a sufficient reduction in the prison population not be realized.

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

1. Target Population: The T-CAP Target Population associated with this grant are those fifth degree felony offenders who are prohibited from serving a prison sentence in an Ohio prison on or after July 1, 2018 as outlined in 2929.34 (B)(3)(c). Specifically, no person sentenced by a court of common pleas to a prison term of twelve months or less for a felony of the fifth degree shall serve the term in an institution under the control of the department of rehabilitation and correction (hereinafter referred to as “DRC”). This does not apply to any person to whom any of the following apply:

- A. The felony of the fifth degree is an offense of violence, as defined in section 2901.01 of the Revised Code, a sex offense under Chapter 2907 of the Revised Code, a violation of section 2925.03 of the Revised Code, or any offense for which a mandatory prison term is required;
- B. The person previously has been convicted of or pleaded guilty to any offense of violence, as defined in section 2901.01 of the Revised Code.
- C. The person previously has been convicted of or pleaded guilty to any felony sex offense under Chapter 2907 of the Revised Code.
- D. The person’s sentence is required to be served concurrently to any other sentence imposed upon the person for a felony that is required to be served in an institution under the control of the DRC.

2. **Funds:** The Grantor awards to the Grantee a total amount up to **one hundred and ninety-nine thousand two hundred and eighteen** dollars (\$199,218.00) (hereinafter referred to as “Funds”), to be paid in seven installments. 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 payments will be made in the following manner:

- Three payments totaling up to \$ 89,648 during Fiscal Year 2018
- Four payments totaling up to \$ 109,570 during Fiscal Year 2019

The program's tax identification number is _____. Grantee's total expenditures shall not exceed the Funds.

3. **Term:** This Agreement is effective as of the signature date of this document. The Grantor's financial obligation to the Grantee will end on June 30, 2019. Due to the Grantee's ability to use the funds and its requirements to continue to report on the spending of the funds, the grant term will end on September 30, 2020. Nothing in this agreement shall bind the state to any additional expenditures. Prior to the expiration of the initial term or any renewed term, and subject to an award of grant funds following Grantee's next grant cycle application made in response to Grantor's Community Correction Act Grant, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions., 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.

4. **Appropriation:** Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly's appropriation of the Community Non-Residential Felony Programs subsidy (407). If, at any time, the Grantor determines that state funds are insufficient to sustain existing or anticipated award levels, the Grantor may reduce, suspend, or terminate any allocation of funds provided by Grantor to Grantee as the Grantor determines appropriate. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

5. **Program Services:** As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), which constitutes part of this agreement. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.

6. **Termination:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, June 30, 2019. Upon termination, Grantee shall refund to the Grantor any Funds awarded 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.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to

the Grantee. Grantee shall have ten (10) 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 Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

7. **Staffing:** 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.

8. **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 shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.

9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Targeted Community Alternatives to Prison Grant Financial Guidelines." These guidelines are attached hereto as Exhibit "A" and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

10. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:

A. **Expenditures:**

1. **Quarterly Expenditure Report:** The quarterly expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each quarter per the T-CAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
2. **Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, is due by September 30, 2020. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by August 15, 2020.

B. **Commitment Verification:** On a bi-monthly basis, Grantor shall provide commitment verification reports which indicate all felony five commitments sentenced to serve a prison term in an institution under the control of the department of rehabilitation and correction. The Grantees are required to review the commitment verification report and identify if any of the institutional commitments were in the T-CAP target population and subject to the grant reduction. The commitment verification review schedule and grantee feedback due dates are as follows:

1. Period One – September 18, 2017 to October 31, 2017 Due Date – Nov. 15, 2017
2. Period Two – November 1, 2017 to December 31, 2017 Due Date – Jan. 15, 2018

- | | |
|--|---------------------------|
| 3. Period Three - January 1, 2018 to February 28, 2018 | Due Date – March 15, 2018 |
| 4. Period Four – March 1, 2018 to April 30, 2018 | Due Date – May 15, 2018 |
| 5. Period Five – May 1, 2018 to June 30, 2018 | Due Date – July 15, 2018 |
| 6. Period Six – July 1, 2018 to August 30, 2018 | Due Date – Sept. 15, 2018 |
| 7. Period Seven – Sept. 1, 2018 to Oct. 31, 2018 | Due Date – Nov. 15, 2018 |
| 8. Period Eight – Nov. 1, 2018 to Dec. 31, 2019 | Due Date – Jan. 15, 2019 |
| 9. Period Nine – Jan. 1, 2019 to Feb 28, 2019 | Due Date – March 15, 2019 |

At any point, if the Grantee no longer has any T-CAP target population offenders serving a prison sentence, these reports are no longer required.

Because the last scheduled grant payment occurs in April of 2019, DRC will calculate and charge the last quarterly payment in March of 2019 for the projected number of days each remaining T-CAP offender will serve in prison for the remainder of the 2019 fiscal year

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

11. Compliance: All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. 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 any of the following circumstances apply:

- A. If during September 18, 2017 through June 30, 2018, the Grantee sentences to prison for twelve months or less an offender who is part of the “T-CAP population,” for each day a “T-CAP population” offender serves in a DRC prison, the Grantee’s next grant payment will be reduced by \$72. The \$72 per day reduction rate will continue to apply to each T-CAP population offender sentenced to DRC during the time period between September 18, 2017 through June 30, 2018, whose sentence extends past June 30, 2018.
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.
- C. There is not a sufficient reduction in the prison population.

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

Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee’s duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.

Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement.

- 13. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
- 14. Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
- 15. Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
- 16. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
- 17. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
- 18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
- 20. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

- 22. Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 27. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN 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:

<u>Adam W. Bergman</u>	<u>9-7-17</u>
County Commissioner	Date
<u>Douglas K. Krum</u>	<u>9-7-17</u>
County Commissioner	Date
<u>Don R. Rynolds</u>	<u>9-7-2017</u>
County Commissioner	Date

FOR THE GRANTEE:

<u>Erica L. Preston</u>	<u>9-7-17</u>
County Executive	Date

IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR THE PURCHASE OF TREATED BULK ROCK SALT TO BE USED ON THE COUNTY ROADWAYS; AWARDED THE BID TO CARGILL INCORPORATED FOR THE 2017-2018 SEASON AS RECOMMENDED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th day of September, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, this being the date August 31, 2017 set in Resolution #17-326 dated August 8, 2017, the Board of County Commissioners received and opened the following bids for the purchase of treated bulk rock salt to be used by the Highway Department in the upcoming 2017 – 2018 winter season:

From: Compass Minerals
Cargill Inc.
Detroit Salt
Morton Salt

Bid: \$54.95
Bid: \$49.76
Bid: \$55.91
Bid: \$51.28

“No Bid” responses were received from:
American Rock Salt Co; and,

WHEREAS, the bids, as received, were reviewed and compared by Chief Deputy Engineer Gary Kuck who submitted a written recommendation to award the bid to Cargill Incorporated as its bid is the lowest and best received.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby accept the bids and does hereby award the bid to Cargill Incorporated for the purchase of treated bulk rock salt and also reserve the right to purchase treated bulk rock salt from the other bidders if there is a problem meeting delivery needs to be used on the county's roadways during the upcoming 2017-2018 winter season, pursuant to the recommendation of the County Engineer.

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

Adopted this
7th day of
September, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: County Engineer
Bidders

✓✓✓✓