

**IN THE MATTER OF APPROVING THE CONTRACT AND BOND OF D. E. PHILLIPS EXCAVATING, INC.
FOR THE SPENCER DITCH PROJECT..**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of August, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond with D. E. Phillips Excavating, Inc. for labor and materials for said Spencer Ditch project; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with D. E. Phillips Excavating, Inc. as presented, for the Spencer Ditch project, executing same; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Engineer's Secretary prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

Mr. Spencer 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
August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer
Ivo J. Kramer, Yes
Ivo J. Kramer

cc: County Engineer

DITCH CONTRACT

Revised Code, Sec. 6131.41

In the Matter of the SPENCER DITCH

SINGLE County Ditch Petitioned for by RON SPENCER *and others.*

THIS AGREEMENT, *made and entered into on this* 7th *day of* AUGUST 2008,
by and between the County Commissioners of AUGLAIZE COUNTY ,
Ohio, and hereinafter designated as "First Party," and D.E. PHILLIPS EXCAVATING, INC.
of 22265 TWP. RD. 154, FOREST, OHIO 45843 *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum of*
One Hundred Twenty-Six Thousand Four Hundred Twelve and 35/100 (\$126,412.35) Dollars,
to be paid as hereinafter specified, hereby agree to furnish unto said "First Party." all the necessary
materials, and do all the work and labor required to construct the SPENCER DITCH *improvement*
petitioned for by RON SPENCER , *and others, in accordance with plans, drawings and*
specifications for the same hereto attached, which plans, drawings and specifications are hereby declared
to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor
promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in
charge, without hindrance or delay to any other branch or class of work on said SPENCER DITCH,
and to work in harmony with and to render such assistance to other branches of work as their connection
therewith and the progress of the SPENCER DITCH *may require. The whole to be*
completed to the satisfaction and acceptance of said "First Party" on or before the 1st *day of*
MARCH, 2009.

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of*
said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second
Party" said sum of One Hundred Twenty-Six Thousand Four Hundred Twelve and 35/100
(\$126,412.35) Dollars, in installment from time to time, upon the certificate of acceptance of the County
Engineer and as provided by law.

Now if the said

D.E. PHILLIPS EXCAVATING, INC.

of

22265 TWP. RD. 154, FOREST, OHIO 45843

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

David E Phillips
signed

Denny F. Buchanan
witness

D. E. Phillips Exc. Inc.
company

Paul W. Ja
witness

22265 Twp Rd 154
street

Forest, Ohio 45843
city, state, zip

The above Contract being good and sufficient is approved this 7th day of August, 2008.

John N Bergman
commissioner

Douglas A. Sancer
commissioner

Leo Tramer
commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the SPENCER DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR
and materials

Petitioned for by ~~SENATE BILL 160~~

Ron Spencer and others.

KNOW ALL MEN BY THESE PRESENTS, *That we* D. E. PHILLIPS EXCAVATING, INC.
of 22265 TWP. RD. 154, FOREST, OHIO 45843, as Principal, and
OHIO FARMERS INSURANCE CO., as sureties, are held and firmly bound unto
the state of Ohio for the benefit of AUGLAIZE COUNTY and for the benefit of any owner
having a right of action thereon as is provided by law, in the penal sum of One Hundred Twenty-Six
Thousand Four Hundred Twelve and 35/100 (\$126,412.35) Dollars, to the payment of which sum,
well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and
administrators.

Signed by us, and dated this day of AUGUST, 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound
D. E. PHILLIPS EXCAVATING, INC. of 22265 TWP. RD. 154, FOREST, OHIO 45843
have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and
perform the work and labor for the construction of the SPENCER DITCH improvement
petitioned for by RON SPENCER and others specified in said Contract, to
the satisfaction and acceptance of the County Engineer, on or before the 1st day of MARCH,
2009, for the compensation of One Hundred Twenty-Six Thousand Four Hundred Twelve
and 35/100 (\$126,412.35) dollars.

Second, to save the County from any loss caused by delay in completing the work or furnishing the
material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the
contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said **D. E. PHILLIPS EXCAVATING, INC.**

of **22265 TWP. RD. 154, FOREST, OHIO 45843**

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

David E Phillips
signed

Penny F. Buchanan
witness

D. E. Phillips Exc. Inc.
company

Paul C. Wray Jr
witness

22265 Twp Rd 154
street

Forest, Ohio 45843
city, state, zip

The above Bond being good and sufficient is approved this 7th day of August, 2008.

John N Bergma
commissioner

Douglas A. Suman
commissioner

Asa Kramer
commissioner

IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING FORMER ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR CARTWRIGHT SINGLE COUNTY DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 7th day of August, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer made the motion to adopt of the following:

RESOLUTION

WHEREAS, on July 29, 2008 the Board of County Commissioners held the final hearing for the Cartwright Single County Ditch project on the Reports and Schedules of the County Engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement, and on application filed for change of route or change in the nature, kind and extent of the work proposed to be done; and,

WHEREAS, said Board finds that due and legal notice of this final hearing has been given as required by law; and,

WHEREAS, said Board has heard all the evidence offered in the proceedings and received and considered all the schedules and reports filed by the County Engineer; and,

WHEREAS, the following landowners were present: Lee Cartwright, Mike Gibson, Glenn Carpenter, Polly Scherger, Bob Scherger; and,

WHEREAS, at the time the assessment process was reviewed and assessments were discussed, landowners present were in favor of the project, with said landowners requesting that twelve (12) semi-annual payment financing should be sought for the note for the balance of moneys needed to complete payment of project after the thirty day assessment payment period has passed.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, did in a roll call vote rule in favor of this improvement as in its former order; Roll call vote being: Mr. Kramer, yes; Mr. Spencer, yes, Mr. Bergman, yes; Motion carried; and,

BE IT STILL FURTHER RESOLVED that said Board does approve the maps, profiles, plans, schedules, and reports prepared and presented by the County Engineer at the final hearing; and,

BE IT STILL FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby set August 28, 2008, at 10:00 a.m. as the date and time to receive and publicly open bids in the Commissioners Chambers for the construction of this project; and,

BE IT FURTHER RESOLVED that the completion date for this project is December 1, 2008; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the necessary legal steps to cause the above set bid opening.

Mr. Spencer 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
August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Ivo J. Kramer Yes
Ivo J. Kramer

cc: ✓ County Engineer

County Commissioners' Office
Auglaize County, Ohio
August 7, 2008

No. 08-295

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT WITHIN THE BOARD OF ELECTIONS APPROPRIATION.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th day of August, 2008 with the following members present:

John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive the following correspondence from Director Carolyn Campbell:

The Auglaize County Board of Elections is requesting a budget adjustment from:

001.0301.530700 - Travel

to:

001.0301.530400 - Equipment

in the amount of: \$2,000.00

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following budget adjustment:

From: 001-0301-530700 – Travel

Amount: \$ 2,000.00

To: 001-0301-530400 – Equipment

Mr. Spencer 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 August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman

 Yes
Douglas A. Spencer

 Yes
Ivo J. Kramer

Cc: County Auditor
Board of Elections

County Commissioners' Office
Allen County, Ohio
August 5, Resolution #584-08

**RE: JOINT BOARD OF ALLEN AND AUGLAIZE COUNTY COMMISSIONERS ACCEPTS
BID AND ENTERS INTO CONTRACT WITH TAWA TREE SERVICE FOR THE
CONSTRUCTION OF THE JOINT COUNTY LITTLE OTTAWA RIVER STREAM
ENHANCEMENT PROJECT #1260.**

The Board of County Commissioners of Allen County, Ohio met in regular session on the 5th day of August, 2008 with the following members present: Greg Sneary and W. Dan Reiff, Not Present: Sam Bassitt.

Commissioner Sneary moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to previous order, seven (7) sealed bids were received by the Joint Board and read aloud for the construction of the Joint County Little Ottawa River Stream Enhancement Project #1260 as follows:

Tawa Tree Service	\$39,868.00
Rahrig Tree Company Inc.	\$46,300.00
Turf Concepts	\$57,615.00
Edge Excavating	\$59,341.00
S.A. Sidle Company	\$64,085.00
J&M Excavating, Inc.	\$64,325.00
Sand Ridge Excavating	\$71,000.00

WHEREAS, Daniel J. Ellerbrock, Drainage Coordinator, has reviewed the above bids and it is the recommendation that the Joint Board accept bid and enter into contract with Tawa Tree Service for an amount not to exceed \$39,868.00; and

WHEREAS, the Joint Board deems this request to be in order and hereby approves same; now therefore

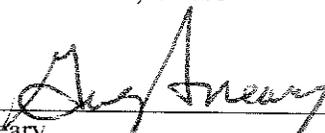
BE IT RESOLVED THAT THE JOINT BOARD OF ALLEN AND AUGLAIZE COUNTY COMMISSIONERS, hereby accepts bid and enters into contract with Tawa Tree Service for the construction of the Joint County Little Ottawa River Stream Enhancement Project #1260 in the amount of \$39,868.00, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, hereby authorizes the President of each Board of County Commissioners to execute the attached contract on behalf of Allen and Auglaize Counties.

Commissioner Reiff seconded the resolution and upon the roll being called, the vote resulted as follows: **Commissioner Sneary, Yes; Commissioner Reiff, Yes; Commissioner Bassitt, Not Present.**

Adopted this 5th
day of August, 2008

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO**



Greg Sneary



W. Dan Reiff



Becky Laman
Clerk of the Board

Sam Bassitt

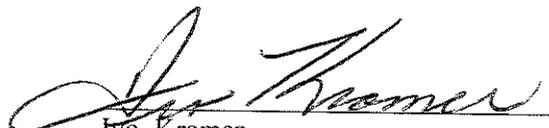
Accepted and Approved by:
**BOARD OF COMMISSIONERS
AUGLAIZE COUNTY, OHIO**



John Bergman



Douglas Spencer



Ivo Kramer

LITTLE OTTAWA RIVER STREAM ENHANCEMENT

#1260

DITCH CONTRACT

THIS AGREEMENT, made and entered into on this ___ day of _____, 2008 by and between the Joint Board of County Commissioners of Auglaize and Allen County, hereinafter designated as "FIRST PARTY", and Tawa Tree Service of Ottawa, Ohio designated as "SECOND PARTY".

WITNESSETH, that the "SECOND PARTY" for and in consideration for the sum of **Thirty-Nine Thousand Eight Hundred Sixty-Eight Dollars and 00\xx cents (\$ 39,868.00)** to be paid as hereinafter specified, hereby agrees to furnish unto the "FIRST PARTY" all the necessary materials and labor required to complete the LITTLE OTTAWA RIVER STREAM ENHANCEMENT PROJECT, #1260 requested by the Joint Board of Soil and Water Conservation Districts, pursuant to Section 1515.21 of the Ohio Revised Code.

The "SECOND PARTY" further agrees to furnish the materials and labor promptly, in a substantial and professional manner, under the direction of the Allen County Soil and Water Conservation District in charge, without hindrance or delay to any other branch or class of work on the LITTLE OTTAWA RIVER STREAM ENHANCEMENT PROJECT, #1260, and to work in harmony with and to render such assistance to other branches of work that the progress of the improvement may require. The project is to be completed to the satisfaction and acceptance of the "FIRST PARTY" on or before **December 31, 2008**, weather permitting, as stated in the bid application and Ohio Department of Transportation Construction and Material Specifications Manual, Section 108.06 and 108.07.

AND THE "FIRST PARTY", for and in consideration of the true and faithful performance of labor and furnishing of the materials as aforementioned, hereby agrees to pay unto the "SECOND PARTY" a total of **Thirty-Nine Thousand Eight Hundred Sixty-Eight Dollars and 00\xx cents \$ 39,868.00**, upon the certificate of acceptance of the project by the Allen County Soil and Water Conservation District as provided by law.

"SECOND PARTY" agrees to indemnify, protect, defend and hold harmless the "FIRST PARTY" and its elected officials, officers, agents, employees from and against any claims. Costs (including attorney's fees and court costs), expenses, damages, liabilities, losses, or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the services, and are a direct or indirect result of the acts or omissions of professional or its agents, contractors, or employees.

It is mutually agreed that no extra labor or materials shall be charged for, except in accordance with the provisions of Section 6131.48 of the Ohio Revised Code.

Witness our hands the day and year first above written.

Signed in duplicate in presence of:

JOINT BOARD OF COMMISSIONERS
ALLEN COUNTY, OHIO

Becky Kaman

Urban Reff
President

Conrad Cordman

AUGLAIZE COUNTY, OHIO

John N. Bergman
President

FIRST PARTY

**IN THE MATTER OF APPROVING CONTRACT FOR CHILD CARE SERVICES BETWEEN THE
AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SHAWNEE CHILDREN'S
PROGRAM AS A FULL SERVICE CARE PROVIDER.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of August, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job & Family Services presented the Board with a contract for child care services as follows for a full service day care provider:

Shawnee Children's Program – effective from August 1, 2008 to July 31, 2009;

and,

WHEREAS, the Board was solicited to approve and execute said contract.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contract, as presented, for effective date as mentioned above, between Auglaize County Department of Job & Family Services and Shawnee Children's Program for child care services for said department; and,

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

Mr. Kramer 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
August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , yes
Douglas A. Spencer

Ivo J. Kramer , yes
Ivo J. Kramer

Cc: County Job & Family Services Dept. –
Michael Morrow

IN THE MATTER OF AMENDING RESOLUTION #08-256 FOR AN EXTENSION OF TIME FOR THE CONTRACT BETWEEN JOB AND FAMILY SERVICES DEPARTMENT AND HUMAN SERVICES ASSOCIATES, INC.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of August, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer the adoption of the following:

RESOLUTION

WHEREAS, on June 28, 2007, the Board approved and authorized a Professional Services Agreement between Auglaize County Department of Job and Family Services and Human Services Associates, Inc.; said agreement was for the period of July 1, 2007 through June 30, 2008; and,

WHEREAS, on July 1, 2008, in Resolution #08-256, the Board of County Commissioners amended the June 28, 2007 Resolution, extending the contract between Auglaize County Department of Job and Family Services and Human Service Associates, Inc. for 31 days, with no change in the total compensation; and,

WHEREAS, Director Morrow has now requested that the Board agree to another 31 day extension for said contract, making expiration date August 31, 2008.

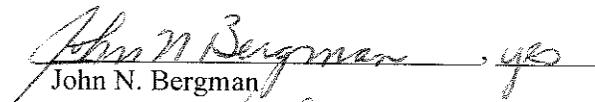
THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby agree to amend Resolution #08-256, thus extending, for 31 days the contract between Auglaize County Department of Job and Family Services and Human Services Associates, Inc. for professional services; and,

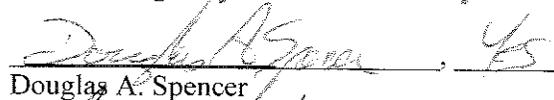
BE IT FURTHER RESOLVED that the total compensation not to exceed \$15,000.00, as agreed in said contract, remain the same.

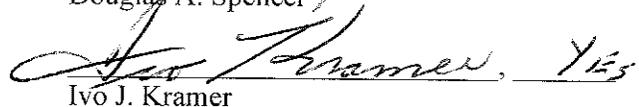
Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 , YES
John N. Bergman

 , YES
Douglas A. Spencer

 , YES
Ivo J. Kramer

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

IN THE MATTER OF APPROVING THE MASTER SERVICES AGREEMENT BETWEEN AUGLAIZE COUNTY AND HULL & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES IN RELATION TO THE ST. MARYS LANDFILL MONITORING; RATIFYING THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of August, 2008 the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County being responsible for the environmental monitoring at the St. Marys Landfill, must enter into an agreement with a company licensed to perform said monitoring services; and,

WHEREAS, the Board of County Commissioners has agreed to contract with Hull & Associates, Inc. of Toledo, Ohio for the professional environmental monitoring services; and,

WHEREAS, a Master Services Agreement has been presented to the Board of County Commissioners by Hull & Associates outlining the professional consulting services to be provided by Hull & Associates; and,

WHEREAS, the Board of County Commissioners was requested to approve the agreement and execute same.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Master Services Agreement between Auglaize County and Hull & Associates, Inc. for professional environmental monitoring services at the St. Marys Landfill; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizing the President of the Board, John N. Bergman, to execute approved Master Services Agreement with Hull & Associates, Inc. as presented.

Mr. Spencer 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
August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer
Ivo J. Kramer, Yes
Ivo J. Kramer

cc: ✓ David Reichelderfer, Solid Waste/Recycle
Coordinator
✓ Hull & Associates, Inc.

CONTRACT # CNTRCT.300.1975
MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Consultant: Hull & Associates, Inc., including K&H Energy Services, a division of Hull & Associates, Inc.
3401 Glendale Avenue, Suite 300
Toledo, Ohio 43614

Client: Auglaize County Commissioners
209 Blackhoof Street
Wapakoneta, Ohio 45895

Whereas Auglaize County Commissioners, hereafter referred to as the Client, wishes to retain Hull & Associates, Inc., including K&H Energy Services, a division of Hull & Associates, Inc., hereafter collectively referred to as the Consultant, to provide professional services as an independent contractor, and as outlined in Section II of this document, the Client and the Consultant have agreed to the conditions under which such services shall be provided as follows:

I. GENERAL CONDITIONS

1.0 The Consultant shall:

- 1.1 When requested by the Client, select its subcontractors and material vendors as necessary to conduct the project as outlined in the Scope of Work.
- 1.2 Review project-related costs incurred for services performed by project contractors, subcontractors, and material vendors as provided for in the Scope of Work.
- 1.3 Notify the Client in writing and execute a Task Order as described in Section II regarding the specifics and estimated costs of any additional work that is identified during the course of the project and is deemed necessary to meet project goals. This includes any additional work that will be performed by the Consultant or its subcontractors.

No written agreement shall be required for the performance of field investigation activities where additional work may be necessary to complete previously identified tasks as a result of unanticipated or unidentified conditions including, but not limited to, the presence of unidentified or mislocated buried utilities, structures, or objects, and unanticipated hazardous materials. The Consultant shall notify the Client as soon as possible when additional work is required as a result of such circumstances. The Consultant shall be compensated for this additional work in accordance with Section III of this document.

- 1.4 Coordinate project activities with the Client and/or any other specifically identified representative of the Client.
- 1.5 Provide the Client with copies of relevant correspondence, plans, drawings, reports, etc., pertaining to the completion of this project, as requested.

Consultant shall retain a copy of project files for its records. This provision shall survive suspension or termination of this Agreement.

- 1.6 Consultant agrees to treat all maps, data, reports, documents, and other information, either generated by Consultant or provided to Consultant by Client, as confidential. The Consultant shall immediately notify Client of any request by any third party for information regarding the Client or the project. The Consultant shall not be liable for disclosure of such confidential information if required by law, pursuant to a legally binding court order or subpoena duly issued by a court of competent jurisdiction, or already available in the public domain. This term shall survive any suspension or termination of this Agreement.
- 1.7 When included in the scope of work for a specific project, Consultant will provide an opinion of the probable construction cost to implement the work recommended by the Consultant. Consultant is not a professional cost estimator or construction or remediation contractor, nor should Consultant's rendering an opinion of probable construction cost be considered equivalent to the nature and extent of service a professional cost estimator or construction or remediation contractor would provide. Consultant's opinion will be based solely upon its experience or knowledge of similar work and will rely upon a number of assumptions regarding site conditions, methods of construction, and a number of other factors over which Consultant has no control.

2.0 The Client agrees:

- 2.1 To place at the Consultant's disposal available information within the reasonable knowledge of the Client which is pertinent to the project described under Section II, including previous reports and related documentation, information regarding past operating practices, and any other data relevant to design or construction activities at the project location.
- 2.2 To arrange for the right of entry by the Consultant upon the site as reasonably required for the Consultant to perform services necessary to complete the project.
- 2.3 To furnish the Consultant, prior to implementing subsurface investigations, information, in the possession of or known by the Client, identifying the location of buried utilities, structures, or other objects. In addition, the Consultant or its subcontractor, if applicable, will contact the appropriate utility location services to verify these locations and possibly identify other buried utilities that may exist at the site. Based on this information, the Consultant will take precautions in locating surface penetrations to avoid damaging said buried objects. The Consultant is not responsible for damage of buried utilities, structures, or other objects that were known to exist by the Client but not called to the Consultant's attention, were inaccurately located on the plans furnished to the Consultant, or were inaccurately located in the field by others not under contract with the Consultant.
- 2.4 To compensate the Consultant as stipulated under Section III of this document.

- 2.5 That no provisions of this Agreement or future amendments thereto, shall prevent the Consultant from practicing within the ethical and professional standards of the Consultant's profession.

II. SCOPE OF WORK

The Consultant shall prepare a Scope of Work and cost estimate (Proposal) for each project governed by this Agreement. A Task Order form (Attachment A) shall be completed for each project, which references the Proposal and this Agreement, and shall be signed by the Client to acknowledge acceptance prior to proceeding with the project. The Scope of Work for specific projects may be amended as agreed upon by the Client and Consultant, in which case a new Task Order form defining the scope and cost of additional work shall be completed and signed by the Client.

III. COMPENSATION

The Consultant agrees to perform the work based on the fee schedule included in the Proposal for each task order or as agreed upon by the Client and Consultant in the case of additional work as outlined in Section I, 1.3. Invoices will be issued monthly throughout the duration of the project, payable within thirty days of the invoice date. For payables delinquent over thirty days, Client shall pay Consultant for costs of collecting payment including interest, collection fees and other reasonable expenses. Consultant retains the right to suspend work on a project in case of non-payment by Client in accordance with Section VI.

IV. RISK ALLOCATION

1.0 Indemnification

1.1 Except as provided herein, the Consultant agrees to indemnify, defend, protect and hold the Client harmless from and against any and all losses, costs, damages, expenses (including reasonable attorney's fees and/or costs of defense and/or settlement) or liabilities which the Client may suffer or sustain or be liable for, and from and against any and all claims, demands, and suits for injury or death to any person, including employees of the Client and the Consultant, and for damage to and destruction of property, including property of the Client and the Consultant, to the extent caused by the willful misconduct or negligent acts or omissions of the Consultant, its employees or its subcontractors, arising out of or connected with the work performed hereunder.

1.2 In no event shall either the Client or the Consultant be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or non-professional, of either of them or their employees.

2.0 Limitation of Liability

2.1 The Consultant shall undertake and perform the work in accordance with the standard of care and limitations described in Section VIII. Consultant's liability to Client for any negligent acts or omissions in relation to performing the services as

outlined in the Scope of Work or any additional work shall be limited to the insurance limits described in Attachment B.

3.0 Claims

- 3.1 Should Client make a claim against Consultant for any reason relating to the services performed under this Agreement, Client agrees that such claim shall be made within two years after the substantial completion of work, or the Consultant shall have no liability to the Client regarding such claim. If Client makes a claim against Consultant, which is ultimately settled in favor of the Consultant, the Client shall reimburse Consultant for all reasonable legal defense costs incurred as a result of the claim.
- 3.2 Should Consultant make a claim against Client for any reason relating to the services performed under this Agreement, Consultant agrees that such claim shall be made within two years after the substantial completion of work, or the Client shall have no liability to the Consultant regarding such claim. If Consultant makes a claim against Client, which is ultimately settled in favor of the Client, the Consultant shall reimburse Client for all reasonable legal defense costs incurred as a result of the claim.

V. ELECTRONIC DATA

- 1.1 Electronic data transferred to the Consultant from the Client or to the Client from the Consultant, including their independent contractors or agents, is transmitted solely as a convenience to the recipient and shall not be considered "Record Documents". All documents considered "Record Documents" shall be in printed form ("hard copies") and shall be referred to and shall govern in the event of any inconsistency between the hard copy and the electronic data.
- 1.2 In the event the electronic data provided for a specific project is altered in any way, in whole or in part, whether intentionally or unintentionally, or the data is used as part of a future project, the Client agrees to indemnify, defend, protect and hold harmless the Consultant from and against any and all losses, costs, damages, expenses (including reasonable attorney's fees and/or costs of defense and/or settlement) or liabilities which the Client may suffer or sustain or be liable for, and from and against any and all claims, demands, and suits for injury or death to any person, including employees of the Client and the Consultant, and for damage to and destruction of property, including property of the Client and the Consultant.
- 1.3 The Consultant makes no warranty as to the compatibility of the electronic data for any operating system, software, or software version other than that stated in a specific project Scope of Work agreed to by the Client and Consultant.
- 1.4 Electronic files are subject to deterioration due to circumstances including, but not limited to, age, magnetic fields, extreme temperatures, erasure, and alteration whether inadvertent or otherwise. In addition, software and hardware systems can become obsolete. By accepting electronic data, the Client acknowledges these risks and agrees to waive any and all claims against the Consultant in the event such deterioration or alteration occurs.

VI. SUSPENSION/TERMINATION

The Client shall retain the privilege of suspending work or terminating this Agreement at any point during the completion of the project; however, it is agreed that if the project is suspended or terminated, the Client shall give Consultant ten days written notice and shall pay the Consultant for all work completed to the effective date of suspension or termination, whether billed or unbilled, including all costs incurred from subcontractor efforts and other direct costs, prior to the effective date of termination, whether billed or unbilled.

The Consultant shall retain the privilege of suspending work or terminating this Agreement at any point during the completion of the project in the event that unanticipated hazardous substances are discovered on the property during the performance of the work, or if Client is in breach of contract, including non-payment of fees or failure to cooperate in providing Consultant information or access to property as outlined in Section I of this Agreement. Consultant shall notify Client in writing regarding suspension or termination of this Agreement, provided, however, that such notification does not relieve the obligation of the Client to pay for services completed by the Consultant up to the date notice of suspension or termination is given.

VII. AMENDMENT

Any changes to this Agreement shall be in writing and identified as amendments to this Agreement. Such amendments shall be executed by both parties.

VIII. STANDARD OF CARE AND LIMITATIONS

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by our proposal or by our oral or written reports. Conclusions presented by the Consultant regarding the site to be investigated shall be consistent with the Scope of Work, level of effort specified and investigative techniques employed. Reports, opinions, letters, and other documents will not evaluate the presence or absence of any compound or parameter not specifically analyzed and reported. The Consultant makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

IX. ASSIGNMENT

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party, except that the Consultant may use the services of persons and entities not in its employ, when it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories.

X. DISPUTE RESOLUTION

If a dispute between parties shall occur, either party shall first notify the other party in writing of the dispute and both parties shall attempt to resolve the dispute through direct correspondence. If the dispute remains unresolved after reasonable attempts to reach an agreement, the parties shall submit the issue to alternative dispute resolution in Columbus, Ohio, in accordance with the

then-most current rules of the American Arbitration Association, unless parties mutually agree otherwise.

XI. GOVERNING LAW

This Agreement is to be governed by laws of the State of Ohio.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding, whether written or oral, relating to the subject matter of this Agreement.

XIII. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be stricken from the Agreement, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Agreement.

The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

Hull & Associates, Inc.
3401 Glendale Avenue, Suite 300
Toledo, Ohio 43614

by:  _____

Name: John H. Hull, P.E.

Title: Prinicpal

Date: 8/1/08

Auglaize County Commissioners
209 Blackhoof Street
Wapakoneta, Ohio 45895

by:  _____

Name: John N. Bergman

Title: President, Board of Auglaize
County Commissioners

Date: August 7, 2008

**ATTACHMENT A
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

HULL & ASSOCIATES, INC.

TASK ORDER NO: 001
HULL PROJECT CODE: AUG004
CONTRACT NUMBER: CNTRCT.300.1975

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Tasks in accordance with the scope of work provided in our June 18, 2008 Memorandum to the Auglaize County Commissioners (Hull Document #AUG001.100.0001.DOC)

ESTIMATED TOTAL COST: \$33,000

HULL & ASSOCIATES, INC. PROJECT CONTACT: Mr. Jim Lavrich

CLIENT PROJECT CONTACT: Mr. Joe Lenhart

CLIENT AUTHORIZATION: *John Bergman* DATE: 08-01-08

(Please return one signed original to Hull & Associates, Inc.'s Project Contact and retain one signed original for Client's records)

ATTACHMENT B CERTIFICATE OF INSURANCE

Policy Number:

Date Entered: 7/19/2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/22/2007
PRODUCER RHK Group 5890 Venture Drive, Suite A Dublin, Ohio 43017 (614) 457-1236	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Hull & Associates, Inc. 6397 Emerald Parkway Suite 200 Dublin, OH 43016	INSURERS AFFORDING COVERAGE INSURER A: Westfield Insurance Co INSURER B: AIG INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADFL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PROP 7553599	6/30/2007	6/30/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> H/C Physical Dmg.	TRA3995150	12/1/2007	12/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	PROU 7553600	6/30/2007	6/30/2008	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCP 5075386	7/23/2007	7/23/2008	WC STAT- TORY LIMITS <input checked="" type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Professional Liability	PROP 7553599	6/30/2007	6/30/2008	Claims Made 1,000,000
B		Pollution Liab	PROP 7553599	6/30/2007	6/30/2008	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Umbrella Policy #PROP 7553600 provides coverage over General, Pollution, Professional, Automobile, and Employer's Liability.

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ada L. Varney

Varney