

**IN THE MATTER OF APPROVING AN AGREEMENT WITH BONNIE WURST AS AN EDUCATION SPECIALIST FOR THE AUGLAIZE COUNTY SOLID WASTE/RECYCLE DISTRICT; RATIFYING THE EXECUTION OF SAID AGREEMENT. .**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to the Auglaize County Solid Waste District Plan, the Board of County Commissioners are desirous of securing a person to conduct an educational program for recycling and litter prevention within the county; and,

**WHEREAS**, Solid Waste Coordinator David Reichelderfer reported that having Bonnie Wurst as the Education Specialist for the past few years, has proven to be advantageous in sharing the message about all aspects of recycling and litter prevention with persons of all ages throughout the County; and,

**WHEREAS**, Bonnie Wurst has agreed to serve another year as the Education Specialist for recycle and litter prevention at the rate of compensation not to exceed \$10,800.00/hourly wage not to exceed \$30.00 per hour; with the agreement to commence on January 1, 2011, terminating December 31, 2011 or upon expenditure of available funds, whichever occurs first.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Education Specialist Agreement by and between Bonnie Wurst, Independent Contractor and the Auglaize County Board of Commissioners as presented to the Board; and,

**BE IT FURTHER RESOLVED** that said Board ratifies the execution of 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  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

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

cc: Solid Waste Coordinator – David Reichelderfer  
Bonnie Wurst

## **EDUCATION SPECIALIST AGREEMENT**

**By and between**

**BONNIE WURST, INDEPENDENT CONTRACTOR**

**And the**

**AUGALIZE COUNTY BOARD OF COMMISSIONERS**

This agreement entered into this 16<sup>th</sup> day of December 2010, by and between the Auglaize County Board of Commissioners, on behalf of the Auglaize County Solid Waste District, P. O. Box 603, St. Marys, Ohio 45885, hereinafter called the "Board" and Bonnie Wurst, hereinafter called the "Education Specialist."

Whereas, the Board, desires to enter into an Agreement with the Education Specialist for education services in recycling and litter prevention; and

Whereas the Education Specialist does provide professional services in this area for integrated solid waste management; and now, therefore.

Be it agreed by and between the parties hereto as follows:

### **Scope of Service.**

1. Education Specialist agrees to perform the educational services for the county as directed by The Solid Waste Management District Coordinator, hereinafter "coordinator", of Auglaize County.
2. The Education Specialist will perform work to complete presentations and activities for teachers and students in the Auglaize County Schools, County Fair, Camps, special interest groups and any other event, at the request of the Coordinator, to educate the group or organization on recycling and litter prevention. Upon such request, the Education Specialist shall be responsible for all aspects of the presentation including scheduling.
3. The Education Specialist will provide the Coordinator with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Education Specialist will notify the Coordinator to update the schedule.
4. The Education Specialist will provide the Coordinator with a monthly detailed billing statement, which will list the hours worked in each category of planning and teaching.
5. Subject matter and contents of the presentations will address recycling and litter prevention. The Board reserves the right to review such presentations to determine whether, in the opinion of the Board or its designee, the Coordinator, the results are effective.

6. The Education Specialist must provide the Board with proof that she is maintaining her qualifications as an education specialist by showing proof of attendance at appropriate educational seminars to acquire advance training in the recycling and litter prevention curriculum.

#### **Duration of Agreement.**

The Agreement will commence January 1, 2011 and terminate December 31, 2011 or upon expenditure of available funds, whichever occurs first.

In the event the funding for this program is not available from the Auglaize County Solid Waste District, the Board has no further obligation to fund this program and the Agreement shall terminate as set forth in the Termination clause of this Agreement.

#### **Compensation.**

The Education Specialist shall be compensated in an amount not to exceed Ten thousand eight hundred dollars (\$10,800.00) for work listed in the scope of services. The Education Specialist will invoice the County on a monthly basis for the hours worked in preparation and presenting. The hourly rate for the Education Specialist shall not exceed thirty dollars (\$30.00) per hour. The Education Specialist shall be responsible for monitoring ongoing billing statements to the Board and shall inform the Board and cease all work under this Agreement once the compensation cap listed above has been met.

The Education Specialist shall be responsible for travel to the locations of the presentations, seminars or activities, and the County will not compensate her for the same. The Education Specialist shall provide all materials and supplies necessary to complete the services under this Agreement, including, but not limited to office space, office supplies, mailing service, telephone access and the educational materials necessary to perform presentations and activities.

#### **Independent Contractor.**

The Education Specialist shall at all times be an independent contractor when acting under this Agreement. The Board is concerned with results, and the manner and methods used to achieve the desired results are solely within the Education Specialist's discretion, subject only to the terms of this Agreement and the requirements that state and federal law places upon the parties, and provided that the Education Specialist acts lawfully, fairly, and honorably.

The Education Specialist, as an independent contractor, agrees to assume responsibility for reporting, withholding, and/or paying any taxes as may be incident hereto, including, but not limited to federal, state, and local taxes; and, she hereby releases the Board, its officers, employees, and agents from any and all claims, demands, actions and causes of action

whatsoever as may arise or be attributed to days of service or compensation therefrom, holding and indemnifying the Board its officer, employees, and agents safe and harmless therefrom.

**Responsibility of the Board.**

The Board, through its Coordinator, may authorize the Education Specialist to participate in any other activity that is related to recycling/litter prevention management or educating and will benefit the interests of the County.

**Reporting.**

The Education Specialist will work cooperatively with the Board and Auglaize County Solid Waste Management District and upon request, the Education Specialist will provide appropriate reporting regarding education activities listed in the scope of service.

**Agreement Modification.**

This agreement constitutes the entire agreement between the parties and any changes or modifications to the Agreement shall be by agreement of the parties in writing and attached hereto.

**Termination of the Agreement.**

The Board may terminate this Agreement immediately, with or without cause, upon written notice to the Education Specialist.

In the event of such termination, any reports or information prepared by the Education Specialist under this Agreement shall, upon written request of the Board, become its property within thirty (30) days of receipt of said written notice. The Education Specialist shall forward the reports and information to the Board and the Education Specialist shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.

The obligation to provide service under this Agreement may be terminated by the Education Specialist upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Education Specialist.

**Notices.**

Any and all notices of intent to modify or terminate this Agreement by the Education Specialist shall be mailed to:

Auglaize County Board of Commissioners  
209 South Blackhoof St., Room 201  
Wapakoneta, Ohio 45895

Any and all notices of intent to modify or terminate this agreement by the Board shall be Mailed to:

Bonnie Wurst  
205 East Benton Street  
Wapakoneta, Ohio 45895

**Hold Harmless/Indemnification.**

The Education Specialist will defend, indemnify, protect, save, and hold harmless the Board its officers, employees, agents, and fiduciaries from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, including court costs and attorney fees, arising from the performance under this Agreement, including but not limited to (a) negligent, reckless, or willful and wanton acts, errors, or omissions, including malfeasance, nonfeasance, or misfeasance by the Education Specialist, her agents, employees, licensees, contractors, or subcontractors arising from; (b) the failure of the education specialists, her agents, employees, licenses, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Education Specialist, her agents, employees, licenses, contractors or subcontractors that result in injury to persons or damage to property.

This clause shall survive the termination of the Agreement.

**Insurance.**

The Education Specialist shall be responsible for procuring and maintaining adequate insurance for herself and her employees including but not limited to Workers Compensation insurance and Automobile Liability Insurance.

**Severability.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Otherwise the stricken provision or part thereof shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Counterparts; Captions.**

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

IN WITNESS THERE OF, the parties have executed this instrument on

\_\_\_\_\_

WITNESS

BONNIE WURST

\_\_\_\_\_

WITNESS

FOR THE BOARD OF COUNTY  
COMMISSIONERS, AUGLAIZE  
COUNTY, OHIO.

Esther Ruffel

Don Regula  
Don Regula, President

Douglas A. Spencer  
Douglas A. Spencer

John N. Bergman  
John N. Bergman

**IN THE MATTER OF CONTRACTING WITH DAVID KRITES EXCAVATING FOR SNOW  
REMOVAL FOR COUNTY OWNED PARKING AREAS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary each year for Auglaize County to contract with a company/person for snow removal for the County owned properties parking areas: Courthouse Administration Building Law Enforcement Center, OSU Extension & Maintenance Garage, Title/License Bureau Building; and,

**WHEREAS**, Dave Krites of David Krites Excavating quoted rates the same as last year for removal of snow for the 2010 - 2011 winter season as follows:

<b>All areas – Mon – Fri</b>	<b>\$420.00</b>
<b>Deduct \$70 from the price when the Court House is no longer needed due to the renovation project</b>	
<b>LEC – Sat., Sun., Holidays</b>	<b>\$160.00</b>
<b>Title Dept. – Sat.</b>	<b>\$ 50.00</b>

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Auglaize County, Ohio does hereby award the contract for snow removal on County owned properties: Courthouse, Administration Building, Law Enforcement Center, OSU Extension & Maintenance Garage and Title/License Bureau Building to David Krites at the costs stated 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  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, *yes*  
Don Regula

John N. Bergman, *yes*  
John N. Bergman

Douglas A. Spencer, *yes*  
Douglas A. Spencer

- cc: ✓ David Krites Excavating
- ✓ Maintenance staff
- ✓ Clerk of Courts
- ✓ Extension Service
- ✓ Sheriff
- ✓ Clerk of the Board

**IN THE MATTER OF RE-APPOINTING GENEVIEVE E. CONRADI TO THE AUGLAIZE COUNTY PUBLIC DISTRICT LIBRARY BOARD.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the term of Genevieve E. Conradi to the Auglaize County Public District Library Board expires on December 31, 2010; and

**WHEREAS**, Ms. Conradi has expressed her wish to the Board of County Commissioners to remain on the Library Board for another term, agreeing to a re-appointment to said Board by the Board of County Commissioners.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby re-appoint Genevieve E. Conradi to the Auglaize County Public District Library Board for a term commencing January 1, 2011 and expiring on December 31, 2017.

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

Adopted this  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: ✓ Auglaize County Public District Library  
M. Jo Derryberry, Director  
✓ Trustees of the Auglaize County District  
Library Board – Genevieve E. Conradi

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED FOR THE AUGLAIZE ACRES, INDIGENT APPL. FEES AND KAH ADDITION DEBT SERVICE FUNDS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following Funds listed below:

- 097 Auglaize Acres Fund**
- 048 Indigent Appl. Fee Fund**
- 241 Kah Addition Debt Service Fund;**

and,

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2010 Annual Appropriation Resolution be amended as follows:

Increase 097.0097-510200 (Salary Employees)	-	by \$48,000.00
Increase 097.0097.530300 (Supplies)	-	by \$20,000.00
Increase 048.0048.538000 (Payment to State)	-	by \$ 422.17
Increase 048.0048.538100 (Payment to County)	-	by \$ 230.20
Increase 241.0241.540100 (Principal)	-	by \$ .02

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

Adopted this  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . Yes  
Douglas A. Spencer

cc: County Auditor  
Auglaize Acres

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED IN THE AUGLAIZE CBDD COMMUNITY ALTERNATIVES FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested by Todd R. Busse, Director of Business & Finance for the Auglaize County Board of Developmental Disabilities to increase the Annual Appropriation with moneys that were certified and unappropriated; and,

**WHEREAS**, the request is to amend the 2010 Annual Appropriation to reflect the following increase in the Community Alternatives Fund:

**Increase 021.0021.530600 (Contract Services) by \$43,262.80.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2010 Annual Appropriation Resolution be amended to show the increase 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  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

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

cc: ✓County Auditor  
✓Auglaize CBDD – Todd Busse

**IN THE MATTER OF CONTRACTING WITH KEVIN TURNER FOR SNOW REMOVAL FOR COUNTY OWNED PARKING AREAS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary each year for Auglaize County to contract with a company/person for snow removal for the County owned properties parking areas: Municipal Court West – parking lot and sidewalks and parking area and sidewalks located at 310 N. Main Street; and,

**WHEREAS**, Kevin Turner quoted a rate for removal of snow for the 2010 - 2011 winter season as follows:

**All areas – all week - \$150.00**

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Auglaize County, Ohio does hereby award the contract for snow removal on County owned properties: Municipal Court West – parking lot and sidewalks and parking area and sidewalks located at 310 N. Main Street to Kevin Turner at the cost stated 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  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

- cc: Kevin Turner
- ✓ Maintenance staff
- ✓ Clerk of Courts
- ✓ Prosecuting Attorney
- ✓ Judge Herman
- ✓ Clerk of the Board

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**Revolving Loan Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$42,400.00	061.0061.531000 (Administration)	061.0061.530600 (Grant Payment)

**Board of Commissioners Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 50.00	001.0101.530700 (Travel)	001.0101.530800 (Advertising & Printing)

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  
16th day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

cc: County Auditor  
County Administrator