

IN THE MATTER OF AUTHORIZING A CHANGE ORDER #5 WITH HEYNE CONSTRUCTION INC. FOR THE AUGLAIZE COUNTY DOG SHELTER .

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of January, 2014.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of County Commissioners entered into a contract with Heyne Construction Inc. for the general construction work for the Auglaize County Dog Shelter project in the amount of \$427,900.00; Change Order #1 dated July 9, 2013 (\$1,067.00) was credited to the contingency and the original contract sum had no change in the amount of \$427,900.00; Change Order #2 dated September 5, 2013 (\$1,233.00) reduced the original contract sum to \$426,667.00; Change Order #3 dated December 19, 2013 reduced the original contract sum to \$426,580.00; Change Order #4 dated December 24, 2013 (\$2,410.00) was credited to contingency and no change in the amount of \$426,580.00; and,

WHEREAS, Garmann/Miller & Associates, architects for the project, have determined that it is necessary to process a change order #5 for following items; namely,

- 1.) Install a flag pole light. ADD \$1,495.00.
- 2.) Credit from General Construction contingency Allowance. DEDUCT (\$1,495.00); and,

WHEREAS, the adjusted and consolidated amounts for these changes equals out to zero dollar change; and,

WHEREAS, a Change Order #5 has been prepared by Garmann/Miller reflecting above mentioned change order; same is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize Change Order No. #5 in the amount of \$0.00 as mentioned above in the Change Order #5 from Garmann/Miller Associates for Heyne Construction Inc., the general contractor for the Auglaize County Dog Shelter Project; and,

BE IT FURTHER RESOLVED that as the amount of the change order, \$1,495.00, is credited from contingency, there is no change in the contract sum of \$426,580.00.

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

Adopted this
2nd day of
January, 2014

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: Garmann/Miller & Associates
✓ Dog Warden
/Heyne Construction Inc.



AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Auglaize County Dog Shelter 1013 West Auglaize Street Wapakoneta, Ohio 45895	CHANGE ORDER NUMBER: 005 DATE: December 23, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Heyne Construction Inc. 199 N. Ohio Street P.O. Box 109 Minster, Ohio 45865	ARCHITECT'S PROJECT NUMBER: 11045.01 CONTRACT DATE: May 28, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1.) Install a flag pole light as shown in PR #2. Add \$1,495.00
- 2.) Credit General Construction Contingency Allowance. deduct (\$1,495.00)

TOTAL CHANGE: \$0.00

(Remaining General Construction Contingency Allowance - \$28.00)

The original Contract Sum was	\$ 427,900.00
The net change by previously authorized Change Orders	\$ -1,320.00
The Contract Sum prior to this Change Order was	\$ 426,580.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 426,580.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 31, 2013.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Garmann-Miller & Associates, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Heyne Construction Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Auglaize County Commissioners</u> OWNER <i>(Firm name)</i>
<u>38 S. Lincoln Drive, P.O. Box 71, Minster, Ohio 45865</u> ADDRESS	<u>199 N. Ohio Street, P.O. Box 109, Minster, Ohio 45865</u> ADDRESS	<u>209 S. Blackhoof- Room 201, Wapakoneta, Ohio 45895</u> ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>BRADLEY T. GARMANN</u> <i>(Typed name)</i>	<u>Matt Heyne</u> <i>(Typed name)</i>	<u>Don Regula</u> <i>(Typed name)</i> BOCC President
<u>12/23/13</u> DATE	<u>12-23-13</u> DATE	<u>1-02-2014</u> DATE

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO ISSUE A WARRANT TO THE VILLAGE OF NEW BREMEN FROM THEIR PERMISSIVE LICENSE PLATE TAX FUND AS RECOMMENDED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of January, 2014.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the following letter of request was submitted to the Board of County Commissioners by Doug Reinhart, County Engineer:

The Village of New Bremen as provided to me a paid invoice for over \$194,000 for resurfacing improvements during 2013 which qualifies for Permissive License Plate Tax reimbursement. Please authorize the Auglaize County Auditor to reimburse the Village of New Bremen in the amount of \$33,844.10 that currently exists in their Permissive License Plate Fund.

s/Douglas Reinhart
Douglas Reinhart, P.E., P.S.
Auglaize County Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, respective of Engineer Reinhart's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$33,844.10 made payable to the Village of New Bremen with funds to be drawn from their Permissive License Plate Tax Fund.

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

Adopted this
2nd day of
January, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- ✓cc: County Engineer
- ✓ County Auditor
- ✓ Village of New Bremen

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of January, 2014.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set a special session on Wednesday, January 8, 2014 from 8:00 a.m. – 9:30 a.m. to attend the SWCD Annual Planning meeting held at the Assembly Room – 2nd floor, Administration Building, Wapakoneta, Ohio or until the conclusion of the business for the purpose stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Wednesday, January 8, 2014 from 8:00 a.m. – 9:30 a.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special sessions for said Board; and,

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

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

Adopted this
2nd day of
January, 2014

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: newspapers

IN THE MATTER OF APPROVING AND AUTHORIZING ENTRY LEVEL HOURLY RATES FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of January, 2014.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services Director Michael Morrow has submitted to the Board of County Commissioners a new base pay chart to increase the entry level hourly rate for all employees of said department, all employees as of now, exceed the entry level pay.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the new entry level hourly rate chart listing of all entry level hourly rates for the employees at the Auglaize County Department of Job & Family Services as mentioned above; and,

BE IT FURTHER RESOLVED that a copy of said classification chart be hereto attached and thus be made a part of this Resolution.

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

Adopted this
2nd day of
January, 2014

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 Department of Job & Family Services –
Michael Morrow

IN THE MATTER OF AUTHORIZING THE COUNTY ENGINEER TO USE THE "FORCE ACCOUNT" PURSUANT TO THE OHIO REVISED CODE - SECTION 5543.19; SETTING ALLOCATION OF REVENUE TO TOWNSHIPS FROM PERMISSIVE TAX REVENUE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd of January, 2014.

Commissioner Bergman moved the adoption of the following
RESOLUTION

WHEREAS, the Board of County Commissioners has decided that the health, welfare and safety of the people of Auglaize County can best and most efficiently be served by the "Force Account" in matters pertaining to maintenance, repair, construction, and reconstruction of Auglaize County roads, bridges, etc.; and,

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize Douglas Reinhart, Auglaize County Engineer to use the existing county employee forces and proceed by "Force Account", as outlined in Section 5543.19 of the Ohio Revised Code, in the maintenance, repairs, construction of roads, bridges, and culverts in Auglaize County during the year 2014; and,

BE IT FURTHER RESOLVED that the Auglaize County Commissioners reserve unto themselves the right and authority to make all purchases of material and equipment required in the maintenance, repair, construction of roads, bridges, culverts in Auglaize County during the year 2014, except that as the Board may from time to time by resolution designate such purchasing authority to Douglas Reinhart, County Engineer; and,

WHEREAS, the Ohio Revised Code Section 153.64, 4931 and 4933, provides to the Board of County Commissioners, the authority to control the installation and placement of any public utilities within the dedicated public right-of-ways of all County maintained highways; and,

WHEREAS, the Ohio Revised Code Section 5589 and 5543 provides to the Board of County Commissioners, the authority to control any digging and excavating on or along a County maintained highway and for the placement of a private driveway approach to a County maintained highway; and,

WHEREAS, the Ohio Revised Code Section 4513.34 provides to the Board of County Commissioners, the authority to permit oversize and overweight vehicles using County maintained highways.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the Auglaize County Engineer to develop and administer permits for the above described activities within County road right-of-ways and to keep said permits with the permanent road records of Auglaize County; and,

WHEREAS, the Board of County Commissioners approved the levying of the \$5.00 permissive license plate fee as provided in Section 4504.16 of the Ohio Revised Code, with 30% of those dollars collected to be distributed to the appropriate townships for road improvements.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby direct the Auglaize County Auditor to maintain the 30% distribution ratio to the townships during 2014 as provided in the Ohio Revised Code, Section 4504.16.

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

Adopted this
2nd day of
January, 2014

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 Engineer
- ✓ County Auditor
- ✓MVGT Permissive Tax file

IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BAIR FOUNDATION.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 2nd day of January, 2014.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department, as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Bair Foundation was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 1, 2014 through December 31, 2014 at the maximum cost of \$29,999.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Bair Foundation for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby ratify the execution of said contract by the Board of County Commissioners.

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

Adopted this
2nd day of
January, 2014

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 Department of Job & Family Services –
Michael Morrow

IN THE MATTER OF APPROVING, ADOPTING AND AUTHORIZING AMENDMENT TO THE PERSONNEL HANDBOOK FOR PAGER PAY FOR THE CHILDREN SERVICES EMPLOYEES OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of January, 2014.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Michael S. Morrow, Auglaize County Department of Jobs and Family Services, Director, of said department has presented an amendment for pager pay for the Children Services employees:

Pager Pay – page 22

All social workers in the children services unit shall be required to carry a pager, on a rotating basis, to respond to emergency after hour calls. Employees shall be compensated at a rate of forty dollars (\$40.00) for each day the employee carries the pager, sixty dollars (\$60.00) recognized holidays. Holidays are defined as holidays recognized by the Board of County Commissioners.

Employees shall be compensated 1 ½ time their hourly rate when responding to pager calls. When an employee is on call, the employee is mandated to respond to priority one (1) emergency calls within one (1) hour from the time the employee answers the phone to the time the employee arrives at the location of the emergency. Therefore, employees who are on call must reside in the area that allows the employee to prepare themselves and arrive at the location within one (1) hour.

Employees shall have at least a thirty (30) day notice of being placed on pager status. Management will make every effort not to assign pager duty to employees on approved leave.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the amendment, as mentioned above, to the personnel handbook for the Auglaize County Department of Job and Family Services; adopting said amendment as recommended by Director Michael Morrow; same being effective as of January 1, 2014.

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

Adopted this
2nd day of
January, 2014

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 Department of Job & Family Services –
Michael Morrow

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 2nd day of January, 2014.

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, 2014 and terminating December 31, 2014 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
2nd day of
January, 2014

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 3rd day of January 2014, 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, 2014 and terminate December 31, 2014 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.

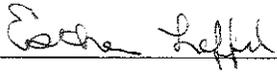
IN WITNESS THERE OF, the parties have executed this instrument on

WITNESS

BONNIE WURST

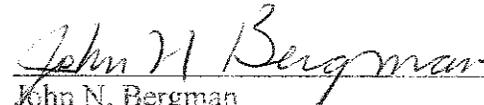
WITNESS

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




Don Regula, President


Douglas A. Spencer


John N. Bergman
