

**IN THE MATTER OF APPROVING CONTRACT FOR SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND JULES KRIZAN, M.A.; FOR THE PURCHASE OF TANF/OWF/PRC, WIA, TITLE XIX AND TITLE XX SOCIAL SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of June, 2011.

Commissioner Spore moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Department of Job & Family Services has chosen to contract with public and private agencies for the purchase of TANF/OWF/PRC, WIA, Title XIX, and Title XX social services; and,

**WHEREAS**, a contract for specific social services between the Auglaize County Department of Job & Family Services and Jules Krizan, M.A. has been submitted to the Board of County Commissioners with a request that the Board approve and execute same at the terms so stated in said contract for the time period to July 1, 2011 through June 30, 2012 at the cost not to exceed \$10,000.00.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the contract for TANF/OWF/PRC, WIA, Title XIX, and Title XX social services between Auglaize County Department of Job & Family Services and Jules Krizan, M.A.; and,

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

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

Adopted this  
23rd day  
of June, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓ cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH ALLIED ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS REMOVAL FOR THE COURT HOUSE RENOVATION PROJECT; AND AUTHORIZE THE PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 23rd of June, 2011.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners will enter into an agreement with Allied Environmental Services, Inc. for the removal of approximately seventy (70) linear feet of asbestos-containing pipe insulation located in the exterior pipe chase from the boiler house of the Auglaize County Courthouse, located at 201 South Willipie Street in Wapakoneta, Ohio at the contract price of \$4,615.00; and,

**WHEREAS**, this project will require notification to the Ohio Department of Health, and includes a ten (10) working day wait period prior to the abatement. Allied will have free and unrestricted access to the site. Work will be performed utilizing 10-hour workday between Monday and Thursday, 6:00 a.m. – 4:30 p.m. Auglaize County Board of Commissioners will be responsible for supplying any water and power requirements needed to complete this project. Allied Environmental Inc. will be responsible for the proper disposal of all asbestos waste removed from the Courthouse. Personal air monitoring, as required by OSHA regulation, is included in the cost.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the agreement with Allied Environmental Services, Inc. as stated above; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize President of the Board to execute the approved agreement.

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

Adopted this  
23rd day of  
June, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Allied Environmental Services, Inc.  
County Administrator



## AGREEMENT FOR SERVICES

This agreement is by and between Mr. Joe Lenhart Auglaize County Board of Commissioners, 201 South Willipie Street, Suite G11, Wapakoneta, Ohio 45895, Mt. Carmel Masonic Lodge, 139 North Franklin Street, Richwood, Ohio 43344, hereinafter referred to as CLIENT, and Allied Environmental Services Inc., 1867 South Dixie Highway, Lima, Ohio 45804, hereinafter referred to as ALLIED, who agree as follows:

**DECLARATIONS:** CLIENT desires to engage ALLIED to provide services as described in ALLIED Proposal No. 6570, a copy of which is attached hereto, and along with the **TERMS AND CONDITIONS**, which appear on the reverse side of this document, are made a part of this **AGREEMENT**.

**ACCEPTANCE:** Execution of this **AGREEMENT** or the issuance of any other written authorization by **CLIENT** to **ALLIED** such as a written Purchase Order will constitute acceptance of this **AGREEMENT**.

EXECUTED THIS 23 DAY OF June, 2011

for **CLIENT**, by

for **ALLIED**, by

John N. Bergman  
Signature

Robert Gillen  
Signature

John N. Bergman  
Name

Robert Gillen  
Name

President of BOCC  
Title

Project Manager  
Title

Please sign both copies of this agreement and return one copy to our office. Retain the other copy for your files.

- Phase I & Phase II Environmental Site Assessment
- Soil & Groundwater Remediation
- Industrial Cleaning & Vacuum Truck Service
- Hazardous Materials Management & Transport
- Emergency Spill Response
- Industrial Hygiene Consulting
- Indoor Air Quality - Mold, Radon
- Asbestos Survey and Abatement
- Lead-based Paint Survey and Abatement
- Underground Storage Tank Closure & Remediation

## TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Allied Environmental Services, Inc. unless specifically exempted in writing by an officer of Allied. To the extent the client proposes terms and conditions different from or in addition to those set forth below, Allied shall not be deemed to have agreed to any such terms and conditions unless it specifically does so in writing by an officer of Allied.

1. Allied represents to the client that services provided by Allied are performed in accordance with standard procedures as applicable and that reported test results are accurate within generally accepted commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by Allied and the client.
2. Allied reports apply only to specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. Test borings and test samples only depict conditions at specific locations and times at which they were made and do not necessarily represent conditions at other locations. Allied is responsible for the test data, interpretation, and recommendations presented in the reports(s), but will not be responsible for any interpretations, conclusions, or recommendations made by others based upon their own deductions, inferences, or generalizations of test data or boring logs.
3. The only warranty made by Allied in connection with its services performed hereunder is that it will use the degree of care and skill as set forth in Paragraph One above. Allied disclaims any warranties of merchantability or fitness for a particular purpose. Allied shall have no liability for incidental or consequential damages of any nature whatsoever.
4. Allied's liability arising out of performance of services to client will be limited to no more than the contract amount Allied has agreed to charge the client for these services, except to the extent such liability arises out of the negligence or willful conduct of Allied, or its agents, employees, or contractors.
5. Test reports issued by Allied remain the confidential property of Allied. Test reports issued by Allied and related data and documents of Allied are for the exclusive use of the client. The client shall not advertise, publish, or otherwise communicate in any manner, the name, the seal or servicemark, reports, test results, documentation, or procedures of Allied, in whole or part, without prior written approval of an officer of Allied. In the event Allied seeks injunctive relief, the client will not contest that Allied will suffer immediate and irreparable harm if such relief is not granted.
6. Payment for the services rendered is the obligation of the client issuing the purchase order or accepting the proposal. This obligation is not contingent on any specific results from Allied's services and may not be assigned without the written permission of Allied.
7. Terms of Allied invoice shall be paid at time of service via check or credit card upon receipt of invoice. Allied shall have the right to charge interest on all amounts not paid by the due date at the rate of 2½% interest per month, compounded monthly, from the due date of payment.
8. The client must notify Allied in writing if any Allied services is to be used as supporting evidence in a potential legal proceeding. Prices quoted or charged by Allied do not include charges for any court appearance, expert witness testimony, depositions or affidavit, or preparation thereof. Such charges will be assessed by Allied at prevailing hourly rates, plus expenses. All such charges must be prepaid by the client prior to such appearance, testimony, deposition, or affidavit and, where required by law, advance court approval of charges must be obtained by the client at the client's expense.
9. In the event that Allied, as a result of an order or subpoena issued by a court, is called upon to produce or testify in respect to a report, Allied will advise the client of the fact and the time and place of the scheduled hearing, if reasonable advance notice is given to Allied. If the client has any objections to Allied complying with such order or subpoena, it will be the client's obligation to present such objections to the court at or prior to the time specified in such order or subpoena, and to give timely notice to Allied of the results.
10. Allied's liability for damage to or loss or destruction of the client's property while it is in the possession of Allied will be limited to no more than the amount Allied has agreed to charge the client for the services in connection with which Allied has possession of the property, except to the extent such damage, loss or destruction is caused by the negligence or willful conduct of Allied, or its agents, employees, or contractors.
11. Prices quoted by Allied are subject to change if not accepted by the client within ninety (90) days, or if the work involved is not commenced within sixty (60) days of such acceptance through no fault of Allied.
12. Any order or agreement for services by Allied may be terminated by the client before completion thereof with Allied's written consent, in which event the client shall pay to Allied an amount to be determined by Allied as being sufficient to reimburse Allied for all direct or indirect costs and expenses, including (but not limited to) supplies, material, labor and overhead, incurred with respect to the order or agreement through the date of termination.
13. All contracts between Allied and the client shall be deemed to be made and governed by the laws of the State of Ohio unless otherwise agreed to in writing by Allied and the client.

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of June, 2011.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

**Sheriff Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 10,000.00	001.0601.530400 (LE Equipment)	001.0601.530500 (LE Repairs)
\$ 10,000.00	001.0601.530600 (LE Services)	001.0601.530500 (LE Repairs)

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

Adopted this  
23rd day of  
June, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: County Auditor  
/ Sheriff