

IN THE MATTER OF AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SHERIFF OF AUGLAIZE COUNTY AND OHIO PATROLMEN’S BENEVOLENT ASSOCIATION FOR THE OPBA BARGAINING UNITS OF DEPUTIES AND SERGEANTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of August, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Sheriff of Auglaize County (“Employer”) and the Ohio Patrolmen’s Benevolent Association (“OPBA”) enter this “Memorandum of Understanding” (“MOU”) for the OPBA bargaining units of Deputies and Sergeants; and,

WHEREAS, the parties intend to amend Article 10, Seniority, Section 10.1 and 10.5 of their collective bargaining agreement; and,

THEREFORE, BE IT RESOLVED that said Board authorizes the Memorandum of Understanding between the Auglaize County Sheriff and the Ohio Patrolmen’s Benevolent Association for the OPBA bargaining units of Deputies and Sergeants to amend Article 10, Seniority, Section 10.1 and 10.5 of their collective bargaining agreement which will be become part of this resolution.

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

Adopted this
20th day of
August, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , yes
Douglas A. Spencer

David Bambauer , yes
David Bambauer

John N. Bergman , yes
John N. Bergman

cc: Auglaize County Sheriff

**MEMORANDUM OF UNDERSTANDING
Between Auglaize County Sheriff and
Ohio Patrolmen's Benevolent Association**

The Auglaize County Sheriff, hereinafter referred to as the ("Employer") and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the ("OPBA") enter this "Memorandum of Understanding" ("MOU") for the OPBA bargaining units of Deputies and Sergeants.

WHEREAS, for Deputies and Sergeants, the parties intend to amend Article 10, Seniority, Sections 10.1 and 10.5 of their collective bargaining agreement;

IT IS AGREED:

1. Article 10, Section 10.1, shall be amended as follows for Deputies and Sergeants:

Section 10.1. Total seniority is the employee's total length of continuous full-time service with the Auglaize County Sheriff's Office.

Classification seniority is the employee's total length of ~~continuous~~ full-time service in a bargaining unit with the Auglaize County Sheriff's Office.

2. Article 10, Section 10.1 shall remain current contract language for Dispatchers.
3. Article 10, Section 10.5, shall be amended as follows for Deputies and Sergeants:

~~**Section 10.5.** Any employee in the Deputy Sheriff bargaining unit or Sergeant bargaining unit who is promoted to another classification within the Auglaize County Sheriff's Office may return to the bargaining unit without loss of Classification Seniority, excluding the time spent in another classification, under the following conditions:~~

~~A. In the event that the promoted employee fails to retain his promoted position beyond the designated probationary period;~~

~~B. In the event of a layoff in the classification to which the employee is promoted;~~

~~C. In the event that the former bargaining unit member voluntarily accepts a demotion back to the bargaining unit; or~~

~~D. In the event that the position to which the employee is promoted is abolished by the Employer.~~

4. This MOU shall commence upon execution and remain in effect for the remaining duration of the collective bargaining agreement effective September 1, 2022 through August 31, 2025.
5. Violations of this MOU may be appealed through the grievance and arbitration procedure of the parties' collective bargaining agreement as if such violation constituted a violation of the collective bargaining agreement.
6. This MOU shall only be modified upon mutual written consent of both parties.

FOR THE AUGLAIZE COUNTY SHERIFF:

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Alan Walker, Sheriff

Mark Colclough

Paula B. G.

[Signature]

John N. Bergman

[Signature]

Dawn Bambauer

[Signature]

Erica F. Heston

DATE SIGNED: 8-20-24

[Signature]

DATE SIGNED: _____

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY SHERIFF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of August, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2024, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2024 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the SHERIFF CPT Fund (062) by \$7,500.00; and,

WHEREAS, the Sheriff has requested that the Board amend the 2024 Annual Appropriation to reflect the following increase:

Increase 062.0062.530902 (Training) by \$7,500.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2024 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
20th day of
August, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: County Auditor
County Administrator
Sheriff

IN THE MATTER OF APPROVING THE CONTRACT WITH JJ CUNNINGHAM, LLC FOR THE SEAL RUNWAY PAVEMENT SURFACE/PAVEMENT JOINTS RUNWAY 8-26 (5,650' X 100') PROJECT AT THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of August, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the BF&S has presented to the Board a contract with JJ Cunningham, LLC for labor and materials for said the Seal Runway Pavement Surface/Pavement Joints Runway 8-26 (5,650' x 100') Project at the Neil Armstrong Airport for \$308,002.50; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract, 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 with JJ Cunningham, LLC as presented for the Seal Runway Pavement Surface/Pavement Joints Runway 8-26 (5,650' x 100') Project; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorizes the President of the Board to execute said contract.

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

Adopted this
20th day of
August, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

- cc: BF&S
✓Airport Manager
✓Airport Authority
✓JJ Cunningham, LLC

CONSTRUCTION CONTRACTOR'S AGREEMENT

Auglaize County Commissioners
AIP Project Number AIP 3-39-0046-028-2024

THIS AGREEMENT, made effective as of _____ is

BY AND BETWEEN

the OWNER: Auglaize County Commissioners
209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

And the CONTRACTOR: JJ Cunningham, LLC
200 Woodbine Rd.
Shavertown, PA 18708

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Neil Armstrong Airport generally described as follows;

Seal Runway Pavement Surface/Pavement Joints RW 8-26 (5,650' x 100')
hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Advertisement for Bid, General Provisions, Technical Provisions, Special Provisions, Drawings, all issued addenda, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

CONSTRUCTION CONTRACTOR'S AGREEMENT

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

§ Three Hundred and Eight Thousand, Two Dollars and Fifty Cents (\$308,002.50)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

CONTRACTOR shall submit Applications for Payment in accordance the General Provisions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Provisions.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

In the event that all subcontractors, material suppliers, laborers, or those furnishing services have not been paid, the Owner shall withhold money from the Contract Price in an amount sufficient to pay all such outstanding claims. Any such claims paid by the Owner shall reduce the Contract Price.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within See Below of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

CONSTRUCTION CONTRACTOR'S AGREEMENT

SCHEDULE	LIQUIDATED DAMAGES COST	*ALLOWED CONTRACT TIME
Phase 1	Two Thousand Dollars (\$2,000.00) per calendar day	Continuous 14 calendar days from date of Notice to Proceed to Substantial Completion
Phase 2	Two Thousand Dollars (\$2,000.00) per calendar day	Continuous 2 calendar days from date of Notice to Proceed to Substantial Completion
Final Acceptance	Five Hundred Dollars (\$500.00) per calendar day	Continuous 14 calendar days from date of issuance of Punch List

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$ See Above per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

CONSTRUCTION CONTRACTOR'S AGREEMENT

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding

\$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- e. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents 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.
- f. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by Laws or Regulations of the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work found to be unacceptable, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such unacceptable Work, or if it has been rejected by Owner, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the unacceptable Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
- g. If, instead of requiring correction or removal and replacement of unacceptable Work, Owner (and prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such unacceptable work (such costs to be approved by Engineer as to reasonableness and to include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals). If

CONSTRUCTION CONTRACTOR'S AGREEMENT

any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, the Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may take a claim therefor, as provided in Section 90 of the General Provisions. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

h. IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, that the work to be performed under this contract are for the occupancy and use of OWNER and the CONTRACTOR hereunder expressly agrees that all the CONTRACTOR'S obligations, including guarantees, bonds and performance standards shall inure directly in favor of the OWNER its own name and right without the necessity of joining any other party of this Contract.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Auglaize County Commissioners

Address: 209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

By: 
Signature

Title of Representative

CONTRACTOR

Name: JJ Cunningham, LLC

Address: 200 Woodbine Rd.
Shavertown, PA 18708

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

ATTEST

By: _____
Signature

Title

CONSTRUCTION CONTRACTOR'S AGREEMENT

EXHIBIT A
 CONTRACTOR'S BID PROPOSAL
 Itemized Proposal Section

Itemized Proposal						
Neil Armstrong Airport						
Seal Runway Pavement Surface/Pavement Joints RW 8-26 (5,650' x 100')						
ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	M-102-2.1-1	Maintenance of Traffic	L.S.	1	5,000	5,000.00
2	CE-95	Production Staking by Contractor	L.S.	1	1,000	1,000.00
3	C-105	Mobilization	L.S.	1	25,000	25,000.00
4	P-101-5.2	Joint and Crack Repair, Type A (Undistributed)	L.F.	45,000	.9	40,500.00
5	P-101-5.2	Joint and Crack Repair, Type B	L.F.	500	3	1,500.00
6	P-101-5.2	Joint and Crack Repair, Type B (Undistributed)	L.F.	650	3	1,950.00
7	P-608-8.1	Asphalt Surface Treatment	S.Y.	66,750	1.75	116,812.50
8	P-620-5.2a	Surface Preparation (Marking Removal)	S.F.	93,500	.4	37,400.00
9	P-620-5.2b-1	Marking, White	S.F.	71,000	.5	35,500.00
10	P-620-5.2b-2	Marking, Yellow	S.F.	3,700	.3	1,110.00
11	P-620-5.2b-3	Marking, Black	S.F.	19,000	.25	4,750.00
12	P-620-5.3c	Reflective Media, Type I	LBS.	4,600	.66	3,036.00
13	P-620-5.4d	Temporary Runway and Taxiway Marking (White & Yellow)	S.F.	75,000	.44	33,000.00
					Total	\$ 308,062.00

END OF CONSTRUCTION CONTRACT