

County Commissioners Office
Auglaize County, Ohio
February 11, 2020

No. 20-074

IN THE MATTER OF AUTHORIZING CISCO SMARTNET 2020 MAINTENANCE RENEWAL CONTRACT, THROUGH PERRYPROTECH, FOR AUXILIARY EQUIPMENT TO THE CISCO COUNTY PHONE SYSTEM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the auxiliary equipment maintenance contracts for the County’s Cisco Network equipment and Cisco phone system have expired and it is necessary to renew said contracts; and,

WHEREAS, PerryProTech has supplied the Board of County Commissioners with Cisco Smartnet contracts for maintenance on said equipment; i.e.; powered switches, firewalls, layer 3 switches; voice gateways; call manager software, voice mail software; Call Manager hardware; voice mail hardware; and,

WHEREAS, total cost of all renewals contracts for the above mentioned auxiliary equipment was quoted at \$39,195.00 with the ending date of February 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby approve and authorize the Cisco Smartnet 2020 renewal contract, as presented for the maintenance of the auxiliary equipment for the County’s Cisco phone system as administered through PerryProTech; and,

BE IT STILL FURTHER RESOLVED that the Board of County of County Commissioners of Auglaize County, Ohio authorizes the President of the Board to execute maintenance renewal contract.

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

Adopted this
11th day of
February, 2020

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: PerryproTECH
Computer Operations Manager

IN THE MATTER OF AUTHORIZING THE ADDITION OF A SOCIAL SERVICES WORKER 2 POSITION TO THE TABLE OF ORGANIZATION FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES; AND APPROVING SAID ADDITION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Interim Director of the Auglaize County Department of Job & Family Services has requested from the Board of County Commissioners that a Social Services Worker 2 Position be added to the Table of Organization for Auglaize County Job and Family Services. As justification for such changes, Interim Director Gossard indicated: "This position is requested to support foster recruitment needs in Auglaize County."

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the addition of a Social Services Worker 2 position to be added to the current Table of Organization, same being effective immediately, of the Auglaize County Department of Job & Family Services.

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

Adopted this
11th day of
February, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

✓cc: Department of Job & Family Services

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2020.

Commissioner Regula 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 Eagon & Associates, Inc. of Worthington, Ohio for the professional environmental monitoring services; and,

WHEREAS, an Agreement has been presented to the Board of County Commissioners by Eagon & Associates, Inc. outlining the professional consulting services to be provided by Eagon & Associates, Inc. at an estimated total cost for each of the following tasks:

- Task 1 Semiannual Detection and Assessment Groundwater Monitoring \$18,566.00;
 - Task 2 Semiannual Groundwater and Monitoring Reports \$11,052.00;
 - Task 3 Alternate Source Demonstration \$3,602.00;
 - Task 4 BWDMP, BWQAP, and Stats Plan \$3,994.00
 - Task 5 Misc. Hydro (TRC, request removal of APP II Parameters, meeting) \$3,797.00;
- Geochemical Testing \$25,971.00
Total \$66,982.00; and,

WHEREAS, the Board of County Commissioners was requested by the Solid Waste Coordinator Scott Cisco to approve and execute the agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Agreement between Auglaize County and Eagon & 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 the Agreement with Eagon & Associates, Inc. as presented.

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

Adopted this
11th day of
February, 2020

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

EXHIBIT A

EAGON & ASSOCIATES, INC.
GENERAL CONTRACT CONDITIONS AND AGREEMENT

All proposals submitted by Eagon & Associates, Inc. hereinafter referred to as the CONSULTANT, shall be subject to the following general contract conditions unless any such conditions are specifically waived or modified in writing prior to acceptance of the proposal.

1. Proposal and Acceptance

The proposal submitted herewith shall become a binding contract when signed and/or accepted by the CLIENT by letter, purchase order, or other written document.

2. Proposal Duration

This proposal shall be valid for 90 days from the proposal date. Subsequent to that date, the CONSULTANT reserves the right to review the basis for payment schedule to allow for changing costs and to adjust estimated starting and completion times.

3. Scope of Work

The scope of work to be performed under this contract is as described in the proposal. The CONSULTANT agrees to perform the work in accordance with the standard of care and skill exercised by comparable consultants performing similar work in the same geographical area as the consultant in performing the services of the type and scope set forth in the proposal.

4. Basis for Payment

The CONSULTANT will invoice the CLIENT each month for the work performed during the preceding month. Payment shall be made on terms of "net" within 30 days. Past-due balances shall be subject to a 12 percent per month service charge, which service charge to the CLIENT specifically agrees to. There shall be no retainage provision and cash discounts shall not be allowed.

In the event of a default in payments in accordance with the provisions of these general specifications and the proposal, the CONSULTANT may, at its option, discontinue further services on the project, or may elect to continue the project upon payment of all previous balances and payment in advance for further services.

5. Site Access

The CLIENT shall be fully responsible for obtaining necessary permission (if the site is not owned by the CLIENT) or making the requisite notification of site personnel to allow the CONSULTANT, its agents, subcontractors, and representatives, to have access to the site at reasonable times through the contract performance.

Handwritten note: "to the extent permitted by law"

6. Underground Utilities

The CLIENT shall be responsible for designating the location of all utility lines and underground structures on the Site. The CLIENT agrees to indemnify, defend, and hold the CONSULTANT harmless for damage to utilities or underground utilities or underground structures which are not correctly located by the CLIENT.

7. Safety

The CONSULTANT shall be responsible for matters relating to the health and safety of its personnel in performance of the work. The CLIENT shall be responsible for matters relating to the health and safety of its personnel in performance of the work.

8. Discovery of Unanticipated Hazardous Materials

Hazardous or toxic materials may exist at a site which were not anticipated. The CONSULTANT and CLIENT agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services.

9. Indemnification

To the fullest extent of the law, the CLIENT shall indemnify and hold the CONSULTANT harmless from and against any and all claims, defense costs, including attorneys fees, damages, losses, expenses, and other liabilities arising out of the CLIENT'S activities or presence on the site; provided that the CLIENT shall not be required to indemnify the CONSULTANT against liability for damages caused by the negligence or intentional misconduct of the CONSULTANT, its agents, subcontractors, or employees.

10. Insurance

Attached is an insurance schedule describing in detail the various types of liability insurance carried by the CONSULTANT together with the limits of liability in each instance (Exhibit B). The CLIENT acknowledges having been given notice of such insurance. Certificates of such insurance will be furnished to the CLIENT upon request.

11. Confidentiality

The CONSULTANT agrees not to disclose confidential information, directly or indirectly, without the Client's written consent to any third party, or use such information for other than the tasks assigned to the CONSULTANT in the scope of work.

12. Professional Statement

Professional and technical services are and shall be performed to the best of the CONSULTANT'S ability. However, the CLIENT understands that findings, analyses, recommendations and reports must of necessity be based upon interpretation of data acquired and compiled as proposed herein.

13. Work Completion Schedule

The CONSULTANT will make every effort to start and complete the work in schedule as outlined in the proposal-contract. However, the CONSULTANT shall not be held liable or responsible for schedule delays which are beyond the CONSULTANT'S control, such as strikes, labor disputes, riots, civil disturbances, transportation, material shortages, change in scope of work, fires, or acts of God.

14. Severability and Survival

Any element of this Contract later held to violate the law shall be deemed void, and all remaining provisions shall continue in force. However, the CLIENT and the CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers.

Eagon & Associates, Inc. CONSULTANT
By: Michael J. Gibson Vice President (Authorized Agent)
Date: February 4, 2020

St. Marys - Auglaize County CLIENT
By: John N. Bergman President (Authorized Agent)
Date: February 11, 2020

EXHIBIT B

CONSULTANT'S INSURANCE

TYPE OF COVERAGE

MINIMUM LIMITS OF COVERAGE

A. Worker's Compensation - Coverage A Employers' Liability - Coverage B	Statutory \$1,000,000
B. Comprehensive General Liability (including Contractual Liability): Bodily Injury or Property Damage including Products and Completed Operations	 \$1,000,000 each occurrence \$2,000,000 aggregate
C. Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles): Bodily Injury or Property Damage Combined Single Limit	 \$1,000,000 each person \$1,000,000 aggregate
D. Professional Liability	\$3,000,000 each claim \$3,000,000 aggregate
E. Umbrella	\$4,000,000 per occurrence \$4,000,000 aggregate

Note: Minimum limits can be satisfied by underlying limits or a combination of underlying and umbrella limits for all coverage items described, except Professional Liability.

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th of February, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

County-Wide Emergency Management Cooperative Fund:

Amount:	From:	To:
\$4,989.00	090.0090.530600 (Contract Services)	090.0090.530400 (Equipment)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned 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
11th day of
February, 2020

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
EMA

IN THE MATTER OF RECORDING THE PUBLIC HEARING FOR THE ANNEXATION OF 18.441 ACRES, MORE OR LESS, TO THE VILLAGE OF MINSTER, FILED BY KEITH M. SCHNELLE, AGENT FOR THE PETITIONERS, TODD REALTY, LTD, MICHAEL J. RIPPLOH AND SUSAN M. RIPPLOH, RITA A. RIPPLOH AND NORBERT C. RIPPLOH REVOCABLE TRUST; GRANTING THIS ANNEXATION AS PETITIONED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to its order of December 12, 2019 (Resolution #19-498) the Board of County Commissioners held a public hearing on this date February 11, 2020, in the office of the Commissioners for the annexation of 18.441 acres, more or less, to the Village of Minster, petitioned by the petitioners: Todd Realty, LTD, Michael J. Ripplloh and Susan M. Ripplloh, Rita A. Ripplloh and Norbert C. Ripplloh Revocable Trust and filed by Keith M. Schnelle, named as Agent; and,

WHEREAS, those present for this hearing along with the Commissioners Bergman and Regula were Agent Keith M. Schnelle, County Administrator Erica L. Preston, Clerk Esther Leffel, Village of Minster Administrator Don Harrod; and,

WHEREAS, the Board made the following finds in the above-mentioned annexation proceedings:

- 1.) The petition meets all of the requirements set forth in, and was filed in the manner provided in 709.02.
The requirements are as follows:
 - a. Petition filed with Clerk of Board of County Commissioners;
 - b. Petition contains signatures of a majority of the owners of real estate in the territory proposed for annexation (the signatures shall be dated and cannot be over 180 days old at the time of the petition filing);
 - c. Petition must include an accurate legal description of the perimeter and an accurate map or plat of the territory proposed for annexation;
 - d. The name of the person(s) to act as the agent;
 - e. Must also file a list of all tracts, lots or parcels proposed for annexation and all tracts, lots or parcels located adjacent to that territory or directly across the road from it when the road is adjacent to it, including the name and mailing address of the owner of each tract, lot and parcel and the permanent parcel number (this is not part of the petition for annexation).
- 2.) The persons who signed the petition are owners of real estate located in the territory proposed to be annexed in the petition, and, as of the time the petition was filed with the Board of County Commissioners, the number of valid signatures on the petition constituted a majority of the owners of real estate in that territory.
- 3.) The municipal corporation to which the territory is proposed to be annexed shall adopt by ordinance or resolution, a statement indicating what services the municipal corporation will provide and an approximate date by which it will provide them. This was filed with the Board of County Commissioners at least 20 days before the hearing.
- 4.) The territory to be annexed is not unreasonably large.
- 5.) On balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted. (Surrounding area means the territory within the unincorporated area of any township located one-half mile or less from any of the territory proposed to be annexed);
- 6.) No street or highway will be divided or segmented by the boundary line between a township and the

municipal corporation as to create a road maintenance problem, or, if a street or highway will be so

Resolution – continued
Annexation – 18.441 Acres

divided or segmented, the municipality has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway; and,

WHEREAS, no objections were expressed during the public hearing either verbal or written, were submitted to the Board; and,

WHEREAS, the Board has determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 18.441 acres, more or less, to the Village of Minster as petitioned by Todd Realty, LTD, Michael J. Ripplloh and Susan M. Ripplloh, Rita A. Ripplloh and Norbert C. Ripplloh Revocable Trust by Michael Ripplloh and Rebecca Egbert.

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

Adopted this
11th day of
February, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT
_____, _____
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: County Auditor
County Engineer
Jackson Township Trustees
Keith M. Schnelle, Agent
Village of Minster