

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE CONTRACT WITH FISHEL DOWNEY ALBRECHT & RIEPENHOFF, LLP FOR THE SERVICES OF THE ATTORNEYS TO ASSIST AND REPRESENT THE COUNTY IN MATTER OF HUMAN RESOURCE PERSONNEL MANAGEMENT, CIVIL SERVICE, AND PUBLIC SECTOR ISSUES, LABOR RELATIONS, AND NEGOTIATIONS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of February, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Board of County Commissioners hereafter "County" is desirous of securing the services of Fishel Downey Albrecht & Riepenhoff LLP, New Albany, Ohio hereafter "Attorneys"; and,

WHEREAS, the "Attorneys" to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, and such other and further matters that may affect or come before the County; and,

WHEREAS, the compensation of the Attorneys shall be on the basis of an hourly rate of one hundred ninety-five dollars (\$195) per hour for all time expended by the Attorneys on behalf of the County. The rate shall be effective upon execution of the Agreement and shall end on February 28, 2024.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and execute the contract with Fishel Downey Albrecht & Riepenhoff LLP for matters of human resource personnel management as the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, John N. Bergman, to execute said 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
23th day of
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Fishel Downey Albrecht & Riepenhoff LLP



**CONTRACT FOR SERVICES FOR AUGLAIZE COUNTY
BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY, OHIO**

THIS AGREEMENT, made this ____ day of February, 2023, by and between the Auglaize County Board of County Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, and such other and further matters that may affect or come before the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;



- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, civil service, or as otherwise directed.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred ninety-five dollars (\$195) per hour for all time expended by the Attorneys on behalf of the County. The rate shall be effective upon execution of the Agreement and shall end February 28, 2024. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™**
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.

FOR AUGLAIZE COUNTY BOARD
OF COUNTY COMMISSIONERS:

FOR FISHEL DOWNEY ALBRECHT
& RIEPENHOFF LLP:

John N. Bergman 2-23-23
President of the Board, Date
Auglaize County Commissioners

Benjamin S. Albrecht Date

IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE HOLLMAN DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 23rd day of February, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on February 21, 2023 the Auglaize County Engineer, Andrew Baumer, Technician TJ Place and Sam Philipot met with the Board of County Commissioners, presenting the Engineer's reports, reviewing plans and assessments for the Hollman Ditch Project which is located in Noble Township; and,

WHEREAS, the Board approved the presentation; and,

WHEREAS, a request was made by the Engineer that the Board set a date, time and place for the final hearing on said project.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Hollman Ditch and does hereby set April 11, 2023 at 1:30 p.m. at the Assembly Room – 2nd Floor in the Administration Building, located at 209 S. Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Hollman Ditch Project.

Commissioner Spencer 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
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 John N. Bergman , yes
John N. Bergman

 Douglas A. Spencer , yes
Douglas A. Spencer

 David Bambauer , yes
David Bambauer

cc: County Engineer

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of February, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
468230	286.89	WAPAKONETA CITY SCHOOLS
468231	43750.00	OSU EXTENSION BUSINESS OFFICE
468234	340.70	CY SCHWIETERMAN
468237	428.10	HUTCHISON SHELL
468239	5000.00	PERFECTION GROUP
468242	107.99	WAPAKONETA CITY SCHOOLS
468257	175.00	CLEMANS, NELSON, & ASSOCIATES
468261	1493.75	NORTHWESTERN OHIO COMMUNITY ACTION COMM.
468272	420.00	CAMEO PETROLEUM LLC
468272	244.75	CAMEO PETROLEUM LLC
468272	160.00	CAMEO PETROLEUM LLC
468273	11902.00	K & P MEDICAL TRANSPORT
468275	303.50	TAYLOR TRAUT
468276	859.16	RELIX INC
468277	420.00	JAY PETROLEUM
468277	458.00	JAY PETROLEUM
468285	2182.50	CRAIG GOTTSCHALK
468286	833.88	POWERPLAN
468298	27140.50	BUTLER, FAIRMAN, & SEUFERTS, INC
468300	400.00	JAZILYNN LOWERY
468301	278.50	SIRENA SCHROEDER
468304	220.35	REFLECTIVE APPAREL
468310	4442.78	AUGLAIZE COUNTY TREASURER
468311	543.70	ASTRO LANES, INC

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

Adopted this
23rd day
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer