

**IN THE MATTER OF TERMINATING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
AUGLAIZE ACRES AND JOHN A. GIBSON, MSN, RN AND PH.D.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on January 5, 2017 that Auglaize Acres Administrator Kim Sudhoff received correspondence from Dr. John Gibson that he is terminating his professional services agreement and cannot perform those services under the current Agreement with Auglaize Acres; and,

**WHEREAS**, the thirty-day (30-day) notice was received and the termination of the Agreement was effective on February 5, 2017.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the accept the termination correspondence for this agreement between Auglaize Acres and John A. Gibson, MSN, RN and PH.D for professional 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  
7th day of  
February, 2017

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 Acres – Kim Sudhoff  
John A. Gibson, MSN, RN, PH.D

**IN THE MATTER OF SELECTING POGGEMEYER DESIGN GROUP, INC. AS THE CONSULTANT FOR PROFESSIONAL SERVICES IN PREPARATION OF THE P.Y. 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, qualification statements/proposals have been received by the Board of County Commissioners from professional planning, community development, economic development, and/or other qualified consulting firms to perform necessary functions for the development of a grant application, environmental review record, fair housing program, coordination and/or data entry on ODSA OCEAN system and technical assistance for grant activities in connection with the PY2017 CDBG Community Development (Allocation) Program; and,

**WHEREAS**, the only statement was submitted by Poggemeyer Design Group, Inc. before the deadline of January 30, 2017 at 4:00 p.m., as ordered by the Board; and,

**WHEREAS**, Commissioner John N. Bergman, County Administrator Erica L. Preston and Clerk Esther Leffel, reviewed and evaluated the proposal/statement as received and upon such, County Administrator Preston has recommended to the Board that Poggemeyer Design Group, Inc. be selected for services as mentioned as said firm meets the needs for the program.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize Poggemeyer Design Group, Inc. to perform the professional services as mentioned above for the PY 2017 CDBG Community Development (Allocation) Program; and,

**BE IT FURTHER RESOLVED** that a contract be drafted for these services with the Board being authorized to execute said contract after presentation and review.

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

Adopted this  
7th day of  
February, 2017

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: Poggemeyer Design Group, Inc.

**IN THE MATTER OF APPROVING AN ASSURED PLUS MAINTENANCE AGREEMENT WITH PERFECTION GROUP, INC. FOR THE COURTHOUSE, ADMINISTRATION BUILDING AND THE LAW ENFORCEMENT CENTER; AND AUTHORIZING THE EXECUTION OF SAME.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, an Assured Plus Maintenance Agreement between Auglaize County and Perfection Group, Inc. to provide an on-going maintenance program at the Courthouse, Administration Building and the Law Enforcement Center. This Assured Plus Maintenance program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc.; and,

**WHEREAS**, the service activities will be directed and scheduled by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. Auglaize County is informed of the programs' progress and results on a continuing basis via a detailed Service Report. This report is presented after each service call for Client's reviews, approval signature and record; and,

**WHEREAS**, the cost of this assured plus maintenance agreement, which commences on February 1, 2017 through January 31, 2020, is \$67,285.00 and payable in advance annually.

**THEREFORE BE IT RESOLVED** that the Board of Auglaize County Commissioners does hereby approve the Assured Plus Maintenance Agreement with Perfection Group, Inc. for the on-going maintenance at the Courthouse, Administration Building and the Law Enforcement Center; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the execution of said Assured Plus Maintenance Agreement by the President of the Board.

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

Adopted this  
7th day of  
February, 2017

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: Perfection Group, Inc. – Mary Whitt  
Maintenance Supervisor – Rick Bice

346 North Dixie Drive • Vandalia, OH 45377 • 937.427.2455



**PERFECTION GROUP, INC.**  
COMPREHENSIVE FACILITY SERVICES  
prepared for:  
**AUGLAIZE COUNTY**

**Proposal Number: MW-5562AC -2/2/17 Rev**

**Proposal Date: February 2, 2017**

**Assured Plus Maintenance Agreement**

This agreement is made by and between:

<b>Perfection Group, Inc.</b> 346 North Dixie Drive • Vandalia, OH 45377 • 937.427.2455	<b>AUGLAIZE COUNTY</b> 209 Blackhoof St. Wapakoneta, OH 45895 ATT: Ms. Erica Preston
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Perfection Group, Inc. will provide the described services attached hereto and made a part of this Agreement in accordance with the Terms and Conditions as set forth on the following pages.

<b>Agreement Provided:</b>	<b>Assured Plus Maintenance Agreement</b>
<b>Agreement Location:</b>	<b>209 Blackhoof St.</b>
<b>Agreement Amount:</b>	<b>\$68,658.00</b>
This annual agreement coverage will commence on:	February 1, 2017
This agreement is payable in advance in the amount of:	\$68,658.00 Annually
Coverage shall continue for three (3) year(s).	\$67,285.00 (If paid annually in advance.)
Perfection Group, Inc. guarantees the price stated in this proposal for thirty (30) days from proposal date above.	

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Perfection Group, Inc. which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other intention not to renew thirty (30) days prior to any anniversary date.

**PERFECTION GROUP, INC.**

**CUSTOMER**

Mary A. Whitt 2/6/17  
Signature Date  
**Mary Whitt**

John N. Bergman 2/7/17  
Signature Date  
**ATT: Ms. Erica Preston**

[Signature] 2/6/17  
Approval Signature Date  
**Adam Edrington**

John N. Bergman, President, Auglaize County  
Name & Title (Print/Type) Board of Commissioners



**Assured Plus Maintenance Agreement**

**AUGLAIZE COUNTY**

**Proposal Number: MW-5562AC -2/2/17 Rev**

**Proposal Date: February 2, 2017**

**PERFECTION GROUP, INC. SCOPE OF WORK**

The Assured Plus Maintenance Agreement (A+) is designed to provide our client with an on-going, comprehensive maintenance program. The A+ program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc

On a regular basis, the service activities will be directed and scheduled by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report. This report is presented after each service call for our Customer's review, approval signature and record.

PERFECTION GROUP, INC. WILL PROVIDE THE FOLLOWING ASSURED MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

-INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

- ALIGNING belt; drive couplings; air fins

- CALIBRATING safety controls; temperature and pressure controls.

- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

- ADJUSTING belt tension; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.

- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

**REPAIR AND REPLACE:** Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

**This agreement includes both maintainable and non-maintainable parts and components.**

**TROUBLE CALLS:** Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

**COMPONENTS, PARTS AND SUPPLIES:** The cost of COMPONENTS, PARTS AND SUPPLIES, required to keep the equipment operating properly and efficiently.

The services above are governed by the terms and conditions of this proposal.



**Assured Plus Maintenance Agreement**  
**Prepared For: AUGLAIZE COUNTY**

Proposal Number: **MW-5562AC -2/2/17 Rev**

Proposal Date: **February 2, 2017**

**PERFECTION GROUP, INC. TERMS AND CONDITIONS**

1. Client shall permit and provide Perfection Group, Inc. free, safe, and timely access to all equipment areas. Perfection Group, Inc. will be allowed to start and stop the equipment as necessary to perform required services. All work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Perfection Group, Inc.'s liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Perfection Group, Inc. may remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. ~~The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.~~
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this Agreement. In such case, Perfection Group, Inc. shall be paid for completed and acceptable work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for direct cost, overhead and profit on such work.
7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks, cleaning interior of system(s) ductwork, and tube bundles, as well as any damage resulting from the failure of said components.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated stated in this Agreement, or on a time-and-material basis at Perfection Group, Inc. rates then in effect) over the sum
9. Perfection Group, Inc. will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, valve bodies and dampers other than those associated with equipment listed on the Equipment Schedule, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Company.
11. Should Customer place a request for service and inspection indicates a condition which is not covered under this Agreement, Perfection Group, Inc. may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Perfection Group, Inc.'s personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Perfection Group, Inc.'s personnel perform such work, Perfection Group, Inc. may, at its option, cancel this Agreement or eliminate of equipment from inclusion in this Agreement.
13. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, and prevails in said action, Customer shall pay all court costs and Perfection Group, Inc. attorneys' fees incurred.
14. Neither Party shall be liable for any unforeseeable delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. Customer shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulation.
16. Perfection Group, Inc. expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, except in the case of Perfection Group, Inc.'s gross negligence, including without limitation injury or illness to occupants of the facility of third parties, arising out of or in connection with the Company's work under this Agreement.
17. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their existence. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
18. To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the other party, anyone directly or indirectly employed by the other party, or anyone for whose acts the other party may be liable. Further and notwithstanding the preceding sentence, Perfection Group Inc. shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's locations(s) and shall have no obligation to treat, identify or remove such mold except in the case of Perfection Group's gross negligence. **Perfection Group recognizes that it is unlawful for Auglaize County to indemnify.**
19. EXCEPT IN THE CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 18 ABOVE OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
20. Under the agreement it shall be the sole responsibility and cost of the Perfection Group to determine if any equipment under this contract shall be repaired or replaced. Once determined to repair or replace any equipment listed on the agreement by the Perfection Group, it shall be no cost to the customer under the terms and conditions of this agreement. Note: Perfection Group shall not be responsible for any replacement of equipment for which is requested by the customer, any federal mandated laws, or acts of god that would cause the need for replacement of the equipment.

**IN THE MATTER OF MAKING AN APPOINTMENT TO THE OHIO AREA #8 WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA) POLICY BOARD.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for the Board of County Commissioners to make appointments to the Ohio Area #8 Workforce Investment Opportunity Act (WIOA) Board for the purpose of developing an employment and training program for the benefit of businesses and industries within Auglaize County.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby make the following appointment to the **Ohio Area #8 Workforce Investment Opportunity Act Policy Board**:

Terri Gerlach – Appointment for Joint Labor-Management Apprenticeship Program Representative;  
Matt Berry – Alternate representative for Terri Gerlach.

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

Adopted this  
7th day of  
February, 2017

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: appointee/alternate  
✓ WIOA – Matt Kinkley  
✓ ACDJFS – Mike Morrow