

Date: FEBRUARY 23, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING  
matter of: PURCHASE OF SERVICES FROM SEDIMENT REMOVAL SOLUTIONS TO PROVIDE  
DREDGING AT WEST BEACH

The Board of Directors of Grand Lake St. Marys LFA met via teleconference on the 23<sup>rd</sup> day of February, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Dr. Greg Homan, Mr. Douglas Spencer, Mr. John Bergman, and Mr. Don Regula.

Dr. Greg Homan moved the adoption of the following:

**RESOLUTION**

WHEREAS, on December 26, 2019, the Board of Directors of Grand Lake St. Marys LFA entered into a "Pass Through Agreement" with Ohio Department of Natural Resources (ODNR) for capital improvements to be used for capital improvements at West Beach; and

WHEREAS, Theresa Dirksen solicited quotes for dredging; following are a summary of bids received for material and labor to complete the dredging at West Beach:

1. *Sediment Removal Solutions of Ohio, P.O. Box 311, Wapakoneta, OH 45895* \$30,574.13
2. *Organic Sediment Removal Systems, 9397 7<sup>th</sup> Ave. South, Necedah, WI 54646* \$35,050.00

WHEREAS, Theresa Dirksen recommends to proceed accordingly with the lowest bidder;

**NOW, THEREFORE, BE IT RESOLVED**, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors hereby approves the purchase of material and labor to complete dredging at West Beach as hereinabove specified; and
- 2) The Board of Directors accepts the estimate submitted by Sediment Removal Solutions of Ohio, Wapakoneta, Ohio, in the amount of Thirty Thousand Five Hundred Seventy-Four 13/100 Dollars (\$30,574.13) which will be reimbursed with the Pass-Through Agreement;
- 3) President Jerry Laffin is authorized to sign the Estimate by Sediment Removal Solutions of Ohio on this 23<sup>rd</sup> day of February, 2021.

Mr. David Bambauer seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Mr. Jerry Laffin Jerry Laffin yes;  
Mr. Rick Muhlenkamp Rick Muhlenkamp yes;  
Dr. Greg Homan Greg Homan yes;

Mr. David Bambauer David Bambauer yes;  
Mr. John Bergman John Bergman yes;  
Mr. Douglas Spencer Douglas Spencer yes;

Motion carried.

Adopted this 23<sup>rd</sup> day of February, 2021.

ATTEST:

Date: FEBRUARY 23, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING  
matter of: PURCHASE OF SERVICES FROM JONES FISH LAKE MANAGEMENT TO PROVIDE  
WATER QUALITY TREATMENTS AT WEST BEACH

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The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 23<sup>rd</sup> day of February, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Dr. Greg Homan, Mr. Doug Spencer, Mr. John Bergman and Mr. David Bambauer.

Mr. Rick Muhlenkamp moved the adoption of the following:

**RESOLUTION**

WHEREAS, on December 26, 2019, the Board of Directors of Grand Lake St. Marys LFA entered into a "Pass Through Agreement" with Ohio Department of Natural Resources (ODNR) for capital improvements to be used for capital improvements at West Beach; and

WHEREAS, Theresa Dirksen solicited quotes for water quality treatment needed at West Beach; and

WHEREAS, the following bids were received for material and labor to provide water quality treatments of Phoslock and SeClear G applications for the lagoon at Grand Lake St. Marys West Beach:

- |   |             |
|---|-------------|
| 1. Jones Fish Lake Management, 5716 Industrial Rd., Ft. Wayne, IN 46825 | \$21,461.00 |
| 2. Aqua Doc, 10779 Mayfield Rd., Chardon, OH 44024                      | \$28,100.00 |
| 3. Aquatic Control, 418 W State Road 258, Seymour, IN 47274             | \$30,284.00 |

WHEREAS, Theresa Dirksen recommends to proceed accordingly with the lowest bidder;

**NOW, THEREFORE, BE IT RESOLVED**, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors hereby approves the purchase of water quality treatments at West Beach as hereinabove specified; and
- 2) The Board of Directors accepts the lowest bid submitted by Jones Fish Lake Management, Ft. Wayne, Indiana, in the amount of Twenty-One Thousand Four Hundred Sixty-One 00/100 Dollars (\$21,461.00) which will be reimbursed with the Pass-Through Agreement; and
- 3) President Jerry Laffin is authorized to sign the Estimate by Jones Fish Lake Management – accepting said services on this 23<sup>rd</sup> date of February, 2021.

Mr. Doug Spencer seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Mr. Jerry Laffin Jerry Laffin, yes

Mr. Rick Muhlenkamp Rick Muhlenkamp, yes

Dr. Greg Homan Greg Homan, yes

Mr. David Bambauer David Bambauer, yes

Mr. John Bergman John Bergman, yes

Mr. Douglas Spencer Doug Spencer, yes

Motion carried.

County Commissioners Office  
Auglaize County, Ohio  
March 2, 2021

NO. #21-081

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE POTTS DITCH AND TO REEVALUATE THE MAINTENANCE BASE ON SAID DITCH PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2021.

Commissioner David Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Drainage Technician TJ Place presented the following correspondence to the Board on February 22, 2021:

In 1979, the Potts Ditch was petitioned through Auglaize Soil and Water Conservation Office, reconstructed and has since been maintained by the Auglaize County Highway Department. This 9,233 feet long improvement drains a watershed of 588 acres and in 1979, cost \$10,953.00 for the reconstruction of the open ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 42 years of our department maintaining this project and using the 1979 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$55,939.38. This number represents what it would cost today to reconstruct the 9,233 feet of the Place Ditch as done in 1979 for \$10,953.00. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 42 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dip-outs and erosion control.

This department has prepared an assessment base for the property owners within the Potts watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby set April 29, 2021 at 1:30 p.m. via telephone conference (419-739-6702) in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Potts Ditch maintenance base.

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

Adopted this  
2nd day of  
March, 2021

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 Engineer

County Commissioners Office  
Auglaize County, Ohio  
March 2, 2021

NO. #21-082

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE KLOSTERMAN DITCH AND TO REEVALUATE THE MAINTENANCE BASE ON SAID DITCH PROJECT.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2021.

Commissioner David Bambaer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Drainage Technician TJ Place presented the following correspondence to the Board on February 22, 2021:

In 1977, the Klosterman Ditch was petitioned through Auglaize Soil and Water Conservation Office, reconstructed and has since been maintained by the Auglaize County Highway Department. This 3,040 feet long improvement drains a watershed of 233 acres and in 1977, cost \$2,945.00 for the reconstruction of the open ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 44 years of our department maintaining this project and using the 1977 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$17,076.50. This number represents what it would cost today to reconstruct the 3,040 feet of the Klosterman Ditch as done in 1977 for \$2,945.00. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 44 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dip-outs and erosion control.

This department has prepared an assessment base for the property owners within the Klosterman watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby set April 13, 2021 at 1:30 p.m. via telephone conference (419-739-6702) in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Klosterman Ditch maintenance base.

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

Adopted this  
2nd day of  
March, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambaer, Yes  
David Bambaer

John N. Bergman, Yes  
John N. Bergman

cc: County Engineer



County Commissioners Office  
Auglaize County, Ohio  
March 2, 2021

NO. #21-083

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE PLACE DITCH AND TO REEVALUATE THE MAINTENANCE BASE ON SAID DITCH PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2021.

Commissioner Bamberger moved the adoption of the following:

**RESOLUTION**

**WHEREAS,** Drainage Technician TJ Place presented the following correspondence to the Board on February 22, 2021:

In 1976, the Place Ditch was petitioned through Auglaize Soil and Water Conservation Office, reconstructed and has since been maintained by the Auglaize County Highway Department. This 8,900 feet long improvement drains a watershed of 717 acres and in 1976, cost \$16,476.68 for the reconstruction of the open ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 45 years of our department maintaining this project and using the 1976 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$82,631.42. This number represents what it would cost today to reconstruct the 8,900 feet of the Place Ditch as done in 1976 for \$16,476.68. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 45 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dip-outs and erosion control.

This department has prepared an assessment base for the property owners within the Place watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED,** the Board of County Commissioners, of Auglaize County, Ohio does hereby set April 22, 2021 at 1:30 p.m. via telephone conference (419-739-6702) in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Place Ditch maintenance base.

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

Adopted this  
2nd day of  
March, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bamberger, yes  
David Bamberger

John N. Bergman, yes  
John N. Bergman

✓cc: County Engineer

County Commissioners' Office  
Auglaize County, Ohio  
March 2, 2021

No.           #21-084          

**IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR MARCH.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of March, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for March.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant**  
**Amount: \$ 5,376.42**  
**To: 006-0400-400101 – Public Assistance**

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

Adopted this 2nd day  
of March, 2021

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  
Jobs & Family Services

**IN THE MATTER OF AUTHORIZING THE MASTER SERVICE AGREEMENT AND PROJECT WORK ORDER NO. 1 WITH BUTLER, FAIRMAN AND SEUFERT, INC. FOR PROFESSIONAL SERVICES AT NEIL ARMSTRONG AIRPORT; AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT AND PROJECT WORK ORDER NO. 1.**  
\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of March 2, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of Auglaize County Commissioners and the Auglaize Airport Authority have selected Butler, Fairman and Seufert, Inc. (BF&S) to complete work as the architectural, engineering and planning consultant at Neil Armstrong Airport from February 11, 2021 to February 11, 2026; and,

**WHEREAS**, said Board has been presented with a master service agreement and Project Work Order No. 1 between the Auglaize County Commissioners and BF&S for the Basic Services of performing professional services at the Neil Armstrong Airport; and,

**WHEREAS**, this master service agreement will simplify the contractual process, reduce the amount of paper work and ensure that all contracts between Board of County Commissioners and BF&S Inc. are consistent with regards to general requirements; and,

**WHEREAS**, the master service agreement does not define any specific project details, establish financial requirements or time constraint requirements; amendments to said agreement will be used for specific projects as the needs arise; and,

**WHEREAS**, Bultor, Fairman and Seufert, Inc. appealed to the Board of County Commissioners to approve this master service agreement and Project Work Order No. 1 as presented and have the President of the Board execute same.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Master Services agreement and Project Work Order No. 1 for Professional Services at the Neil Armstrong Airport between said Board of County Commissioners and Butler, Fairman and Seufert, Inc. as mentioned above for the completion of work at the Neil Armstrong Airport from present through 2026; and,

**BE IT FURTHER RESOLVED** that the President of the Board of Auglaize County Commissioners, Douglas A Spencer, is hereby authorized to execute said master services agreement and Project Work Order No. 1; said documents will be hereto attached and thus be made 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  
2nd day of  
March, 2021

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

**AGREEMENT BETWEEN  
OWNER AND ENGINEER**

**THIS AGREEMENT** is dated as of the March 2nd in the year 2021, by and between

Board of County Commissioners, Auglaize County, Ohio  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.  
8450 Westfield Boulevard, Suite 300  
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

**WITNESSETH**

**WHEREAS** the **OWNER** requires professional engineering services in connection with the following described project:

Master Services Agreement - for consulting services pursuant to Federal Aviation Administration Advisory Circular 150/5100-14E "ARCHITECTURAL, ENGINEERING, AND PLANNING CONSULTANT SERVICES FOR AIRPORT GRANT PROJECTS" from February 11, 2021 to February 11, 2026. See Appendices and Exhibit 1 Project Order(s) for detailed project description, scope, schedule, and compensation.

**WHEREAS**, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

**WHEREAS**, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is an Indiana corporation incorporated in the State of Indiana qualified to do business in the State of Ohio; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Ohio.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION I SERVICES BY ENGINEER**

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.



## **SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

## **SECTION III NOTICE TO PROCEED AND SCHEDULE**

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

## **SECTION IV COMPENSATION**

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

## **SECTION V MISCELLANEOUS PROVISIONS**

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

## **SECTION VI GENERAL PROVISIONS**

### **1. Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office:

8450 Westfield Blvd., Suite 300, Indianapolis, IN 46240

### **2. Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

### **3. Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. **Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** at airport board meetings.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost-plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to State and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program, completing a Citizenship and Immigration Services (USCIS) Form I-9 to verify the identity and employment authorization of individuals hired for employment in the United States. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.



The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. No Investment in Iran.

As required by State and Federal Law, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in consequences, including termination of this Contract and denial of future State and Federal contracts, as well as an imposition of a civil penalty.

16. Successor and Assigns

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. Governing Laws

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State ~~where the work will be performed~~. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

J.C.  
of Onis. P.A.S.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. Independent Engineer

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. Rights and Benefits

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. Disputes

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. Limitation of Liability

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**IN WITNESS WHEREOF**, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on March 2, 2021.

**ENGINEER:**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**OWNER:**


**BOARD OF COUNTY COMMISSIONERS,  
AUGLAIZE COUNTY, OHIO**



Signature

Paul A. Shaffer

Executive Vice President

By: 

Date: March 2, 2021

Date: \_\_\_\_\_ ATTEST: 

Date: March 2, 2021

## APPENDIX "A"

### SERVICES BY ENGINEER

1. Pursuant to Federal Aviation Administration Advisory Circular 150/5100-14E "ARCHITECTURAL, ENGINEERING, AND PLANNING CONSULTANT SERVICES FOR AIRPORT GRANT PROJECTS"; the **OWNER** has selected the **ENGINEER**, based on qualifications, to provide consulting service for all projects, Federal funded or otherwise, located on the airport property controlled by the **OWNER** for the term of the agreement.
2. **Scope of Services:** **ENGINEER** agrees to provide services to the **OWNER** as more fully set forth in future Project Order(s) ("**ORDER(S)**") between **OWNER** and **ENGINEER**, and as and when directed by **OWNER**, in the form attached as Exhibit 1-Project Order. The Scope of Services and Fee for such **ORDERS** shall be defined in separate **ORDERS**. Each **ORDER** will be governed by the terms and conditions of this **AGREEMENT** as if such terms and conditions were fully set forth in the **ORDER**. No work is authorized and no fees will be paid Subcontractor in the absence of a signed **ORDER**.

The **ENGINEER** understands and agrees that this **AGREEMENT** is not a guarantee of any amount of work, and that the scope of services will be set forth in future **ORDERS** which may be provided to **ENGINEER** by **OWNER**. The **OWNER**, at its option and in accordance with the terms of this **AGREEMENT**, may elect to expand, reduce, or delete the extent of each work element described in an **ORDER**.

**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The **OWNER** shall furnish information and services in accordance with the terms of the **ORDER(S)** to this **AGREEMENT**.



**APPENDIX "C"**

**SCHEDULE**

The **ENGINEER** for rendering services shall follow the schedule as indicated in the **ORDER(S)** to this **AGREEMENT**.

**APPENDIX "D"**

**COMPENSATION**

The **OWNER** agrees to compensate the **ENGINEER** for services rendered in accordance with the terms of the **ORDER(S)** to this **AGREEMENT**.

## APPENDIX "E"

### MISCELLANEOUS PROVISIONS

#### **PROVISIONS FOR ALL FEDERALLY FUNDED A/E CONTRACTS**

The **ENGINEER** shall also comply with and include in every sub-tier the following federal clauses, which the term contractor or sponsor within these clauses shall have the same meaning as **ENGINEER**, whenever federal funding is anticipated.

#### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **CIVIL RIGHTS – TITLE VI ASSURANCE**

### **Title VI Solicitation Notice:**

The **Airport Sponsor** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the



exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF CONSULTANT REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**DISADVANTAGED BUSINESS ENTERPRISE**

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)

4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1)
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Airport Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13)** – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Airport Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following



written approval of the Airport Sponsor. This clause applies to both DBE and non-DBE subcontractors.

#### **DISTRACTED DRIVING - TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Consultant and sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*)

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

1. The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

## **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

## **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

**A. Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

**B. Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or,
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## EXHIBIT 1 - PROJECT WORK ORDER NO. 1

This Project Order (**ORDER**) is made part of and governed by the terms and provisions of the Master Agreement, dated as of the \_\_\_\_ day of \_\_\_\_ 2021 ("**AGREEMENT**"), by and between

Board of County Commissioners, Auglaize County, Ohio  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.  
8450 Westfield Boulevard, Suite 300  
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

**Project Number:** 9801

**Short Title:** 2021 General Services

**Scope of Services/Fee:** **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

*Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.*

**Information and Services to be Furnished by Owner:**

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

**Schedule of Services:**

*Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.*

**Payment Basis:**

*Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.*

**APPROVAL/ACCEPTANCE**



Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on March 2, 2021.

**ENGINEER:**  
**BUTLER, FAIRMAN and SEUFERT, INC.**



Signature  
Paul A. Shaffer, P.E.  
Executive Vice President

**OWNER:**  
**BOARD OF COUNTY COMMISSIONERS,**  
**AUGLAIZE COUNTY, OHIO**

By: 

Date: March 2, 2021

Date: \_\_\_\_\_ ATTEST:  \_\_\_\_\_

Date: March 2, 2021

**PROJECT WORK ORDER NO. 1 APPENDIX "A"**

**SCOPE OF SERVICES**

**A. PROJECT DESCRIPTION**

**2021 GENERAL SERVICES**

The **ENGINEER** agrees to perform for the **OWNER** the following engineering services that may be required, namely:

1. The **ENGINEER** shall provide engineering services as directed by the **OWNER**.
2. Consult with **OWNER** and its agents upon request of the **OWNER**.
3. Consult with any and all governmental agencies reasonably necessary in order to render advice or services requested.
4. Upon request by the **OWNER**, furnish plans and documents necessary for projects in relation to this Contract.

Services provided by **ENGINEER** in conjunction with a Project for which the parties enter into a separate contract shall be governed solely by the terms of that agreement, not this agreement.

**PROJECT WORK ORDER NO. 1 APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this **AGREEMENT**.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

**PROJECT WORK ORDER NO. 1 APPENDIX "C"**

**ESTIMATED SCHEDULE OF SERVICES**

All work by the **ENGINEER** under this **PROJECT ORDER** shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

**PROJECT WORK ORDER NO. 1 APPENDIX "D"**

**PAYMENT BASIS**

**A. Amount of Payment**

The **OWNER** agrees to compensate the **ENGINEER** for General Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in PROJECT WORKER ORDER NO. \_\_ APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee. Hourly Rate Schedule shall be approved on a yearly basis.

In addition to the hourly fees indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel.

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses. Invoices submitted by the **ENGINEER** to the **OWNER** shall clearly identify the project or type of service provided.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2021 HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>
E-V Engineer V (Principal)	\$ 240.00
E-IV Engineer IV	\$ 198.00
E-III Engineer III	\$ 170.00
E-II Engineer II	\$ 130.00
E-I Engineer I	\$ 97.00
FP-IV Field Personnel IV – (Project Coordinator)	\$ 184.00
FP-III Field Personnel III	\$ 145.00
FP-II Field Personnel II	\$ 114.00
FP-I Field Personnel I	\$ 89.00
EA-III Engineer's Assistant III	\$ 175.00
EA-II Engineer's Assistant II	\$ 143.00
EA-I Engineer's Assistant I	\$ 97.00
SP-1 Support Personnel I	\$ 68.00
C-II Clerical II	\$ 115.00
C-I Clerical I	\$ 75.00
P-III Planner/Environmental Specialist III	\$ 142.00
P-II Planner/Environmental Specialist II	\$ 102.00
P-I Planner/Environmental Specialist I	\$ 87.00

County Commissioners Office  
Auglaize County, Ohio  
March 2, 2021

NO.            #21-086

**IN THE MATTER OF RATIFYING THE EMPLOYMENT OF CHELSEY OPASIK AS THE SOCIAL SERVICES WORKER 2 POSITION AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd of March, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that the position of Social Services Worker 2 has been posted and interviews conducted. Chelsey Opasik has been selected to fill the position; and,

**WHEREAS**, Director Julie Gossard recommended that Ms. Opasik to be hired to the position of Social Services Worker 2 Position on March 8, 2021 at the pay rate per hour of \$19.72.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Chelsey Opasik to the position so mentioned above in the Auglaize County Department of Job & Family Services; employment in accordance with the specifications as mentioned 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  
2nd day of  
March, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer

David Bambauer  
David Bambauer

John N. Bergman  
John N. Bergman

cc: Auglaize County Department  
of Job & Family Services  
/ Auditor



County Commissioners Office  
Auglaize County, Ohio  
March 2, 2021

NO.            #21-087

**IN THE MATTER OF AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE AUGLAIZE COUNTY SHERIFF'S OFFICE AND FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2021.

Commissioner David Bambauer moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, Sheriff Michael Vorhees submitted to the Board of County Commissioners a contract with Fishel Downey Albrecht & Riepenhoff LLP 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**, said compensation of the Attorneys shall be on the basis of an hourly rate of one hundred eighty-five dollars (\$185) per hour for all time expended by the Attorneys on behalf of the County. This contract for services will be made effective on March 02, 2021; and,

**WHEREAS**, Sheriff Vorhees requested that the Board authorize and execute this contract with Fishel Downey Albrecht & Riepenhoff LLP.

**THEREFORE, BE IT RESOLVED** that said Board approves the contract for professional services between the Auglaize County Sheriff's Office and Fishel Downey Albrecht & Riepenhoff LLP as mentioned above and 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  
2nd day of  
March, 2021

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: Sheriff Michael Vorhees  
✓ Fishel Downey Albrecht & Riepenhoff LLP



**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

**CONTRACT FOR SERVICES FOR AUGLAIZE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT, made this 2nd day of March, 2021, by and between the Auglaize County Sheriff's Office, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Columbus, 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,



**FISHEL DOWNEY  
ALBRECHT & RIEPENHOFF** LLP<sup>™</sup>  
Attorneys at Law

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(614) 221-8759 FX  
www.fisheldowney.com

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 eighty-five dollars (\$185) 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 December 31, 2021. 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**

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,



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

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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 SHERIFF:

  
President of the Board,  
Auglaize County Commissioners

3/2/2021  
Date

FOR FISHEL DOWNEY ALBRECHT  
& RIEPENHOFF LLP:

  
Benjamin S. Albrecht

2/23/2021  
Date

  
Auglaize County Sheriff

County Commissioners Office  
Auglaize County, Ohio  
March 2, 2021

NO. #21-088

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF RYAN HOUSEWORTH AS A LABORER FOR THE AUGLAIZE COUNTY RECYCLE CENTER.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Ryan Houseworth, Auglaize County Recycle Center employee, submitted the following correspondence to the Auglaize County Recycling:

March 1, 2021

Dear Recycle Coordinator,

Please accept this as a formal notice of my resignation from the position of Recycle Laborer at Auglaize County Recycling, effective two weeks from today, making my last day of employment March 12, 2021.

After careful consideration, I have made the decision to resign in order to pursue a new career opportunity. Working for Auglaize County Recycling has been a wonderful experience that has afforded me valuable opportunities to learn and grow, and I am incredibly grateful to have been part of this organization.

I wish you and Auglaize County Recycling continued growth and success in the future.

Sincerely,  
s/Ryan Houseworth  
Ryan Houseworth

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County does hereby accept the resignation of Ryan Houseworth as a Laborer at the Auglaize County Recycle Center; same to be effective at 11:59:59 p.m., March 12, 2021; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does commend Auglaize County Recycle Center employee Ryan Houseworth for his faithfulness and dedication to the citizenry of Auglaize County, and does further, extend its best wishes in his future endeavors.

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

Adopted this  
2nd day of  
March, 2021

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: Ryan Houseworth  
Solid Waste/Recycle Center  
Auditor