

IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE ADMINISTRATIVE CONTRACT WITH POGGEMEYER DESIGN GROUP FOR THE PY2020 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on October 1, 2020, in Resolution #20-384, the Board of County Commissioners executed an administrative contract with Poggemeyer Design Group for services for the County’s PY2020 Community Housing Impact and Preservation (CHIP) Grant at the compensation amount of \$101,000.00; and,

WHEREAS, this contract amendment increases the contract line item for Home Repair Project Soft Costs. Original contract included eight (8) Home Repair units. This contract amendment increases the total number of Home Repair projects/units to nine (9), which increases Project Soft Costs; and includes the following additional one (1) project/unit: Phase 621-504 Oil Street St. Marys (\$3,000). Total increase for Home Repair Project Soft Costs included in this contract amendment is \$3,000 which increases contract line item for Home Repair from \$24,000 to \$27,000 (to be paid from CHIP Grant Funds); and,

WHEREAS, the Board of County Commissioners has agreed to this increase; and,

WHEREAS, an Administrative contract amendment has been prepared by Poggemeyer Design Group reflecting above mentioned fee increase; same is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the amendment to the administrative contract with Poggemeyer Design Group for the PY 2020 CHIP Grant; and,

BE IT FURTHER RESOLVED that Douglas A. Spencer, President of the Board, is hereby authorized to execute said contract amendment as presented by Poggemeyer Design Group, thereby increasing said administrative services fee by \$3,000.00 to a total of \$104,000.00.

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

Adopted this
14th day
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

 Douglas A. Spencer , yes
Douglas A. Spencer

 David Bambauer , yes
David Bambauer

 ABSENT , _____
John N. Bergman

✓cc: Poggemeyer Design Group

- CLIENT
- ARCHITECT/ENGINEER



POGGEMEYER
DESIGN GROUP

Contract Amendment

PROJECT: <i>(Name and Address)</i> Auglaize County PY2020 CHIP Auglaize County Board of Commissioners 209 South Blackhoof Street, Room 201 Wapakoneta, OH 45895	CONTRACT AMENDMENT NUMBER: 1 DATE: 10/07/2021 PDG PROJECT NUMBER: 351000-00094 PROJECT MANAGER: GRF CONTRACT DATE: 10/01/2020
TO CLIENT: <i>(Name and Address)</i> Auglaize County Board of Commissioners 209 South Blackhoof Street, Room 201 Wapakoneta, OH 45895	

The Contract is changed as follows:

This Contract Amendment increases the contract line item for Home Repair Project Soft Costs. Original contract included eight (8) Home Repair units. This contract amendment increases the total number of Home Repair projects/units to nine (9), which increases Project Soft Costs; and includes the following additional one (1) project/unit: Phase 621-504 Oil Street, St. Marys (\$3,000). Total increase for Home Repair Project Soft Costs included in this contract amendment is \$3,000 which increases contract line item for Home Repair from \$24,000 to \$27,000 (to be paid from CHIP Grant funds).

The original Contract Sum: \$101,000
 The net change by previously submitted Contract Amendments: \$0
 The Contract Sum prior to this Contract Amendment:..... \$101,000
 The Contract Sum will be increased by this Amendment in the amount of:..... \$3,000
 The new Contract Sum including this Contract Amendment: \$104,000
 The Contract Time will be increased by: 0 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.

ARCHITECT/ENGINEER

1168 North Main Street
Bowling Green, Ohio 43402

ADDRESS

Lauren O. Falcone

BY Lauren O. Falcone, AICP, Department Manager

DATE

Auglaize County, Ohio

CLIENT

209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

ADDRESS

Douglas A. Spencer
BY Douglas A. Spencer, President, BOCC

10.14.21
DATE

IN THE MATTER OF AUTHORIZING THE CONTRACT WITH NORTHWEST GROUP SERVICES, INC. (NWGS) TO ADMINISTER THE COUNTY'S SELERIX SYSTEM AND THE AFFORDABLE CARE ACT (ACA) COMPONENT EFFECTIVE 1/1/2022.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners of Auglaize County received a proposal from Northwest Group Services, Inc. (NWGS) to administer the County's Selerix System for benefit enrollment, COBRA administration and flexible benefits and the ACA component; and,

WHEREAS the Board does find that Northwest Group Services, Inc. is qualified to provide the necessary services; and,

WHEREAS, the effective date of this contract will be 12:01 a.m. on 1/1/2022, which date and month will be the Anniversary Date ("Anniversary Date"), unless otherwise agreed to by NWGS and Auglaize County; and,

WHEREAS, the terms of this contract will be for a period of three (3) years following the effective and, unless terminated sooner as provided therein, will be renewed, upon receipt of this signed document, on each Anniversary Date for the three (3) year period beginning on such date payment and acceptance of Rates due on such Anniversary Date; provided that either NWGS or Auglaize County may terminate this contract without cause at any time by giving one hundred twenty (120) days prior written notice of termination to the other party; and,

WHEREAS, the monthly cost per employee will be:

Selerix Enrollment System \$2.00 per employee
Affordable Care Act (ACA) Component \$1.25 per employee.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize Northwest Group Services, Inc. (NWGS) to administer the County's Selerix System and the ACA Component effective at 12:01 a.m. on 1/1/2022.

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

Adopted this
14th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

ABSENT
John N. Bergman

cc: NWGS – Jeff Smelcer, Kim Nelson
Auditor

SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is made and entered into as of the date of last execution below by and between Northwest Group Services Agency, Inc. aka Northwest Group Services, Inc. (“NWGS”) and The County of Auglaize, Ohio (“Auglaize County”).

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services and Products.** NWGS shall provide benefit enrollment, COBRA administration and flexible benefits administration services and shall offer voluntary products, as follows:
 - **Selerix Enrollment System**
 - **Electronic Carrier Feed Setup**
 - **Secure Internet Access for Employees**
 - **Assistance with Enrollment of Employees**
 - **Offering of Voluntary Products**
 - **COBRA Administration**
 - **FSA Administration**
 - **FSA Debit Cards**
 - **Consolidated Billing (NWGS will also provide consolidated billing for any voluntary benefits offered.)**

NWGS shall be the sole provider of voluntary products offered to the eligible employees of Auglaize County.

2. **Term.** This Agreement shall be effective beginning January 1, 2022, and, unless terminated earlier as set forth below, shall continue in effect until December 30, 2024. Thereafter, subject to earlier termination as set forth below, this Agreement shall automatically renew for subsequent 12-month terms unless either party notifies the other party in writing at least one hundred twenty (120) days prior to the expiration of the then current 12-month term of its intent not to renew.
3. **Termination.** Auglaize County may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice to NWGS. Upon any expiration or termination of this Agreement, NWGS shall promptly return to Auglaize County, as applicable, any and all data files containing Auglaize County’s Employees census, benefits and other information in a CSV or Excel format, or such other mutually

agreeable format that can be accessed easily by Auglaize County. In the event Auglaize shall fail to pay the Fee (as defined below) when due, and such failure shall continue for more than thirty (30) consecutive days after NWGS's written notice to Auglaize County of such failure to pay, NWGS shall have the right to terminate this Agreement upon written notice to Auglaize County.

4. **Fee.** For the Services and Products rendered and offered by NWGS in accordance with this Agreement, Auglaize County shall pay to NWGS Two and 00/100 Dollars (\$2.00) per benefit eligible employee per month and an additional One and 25/100 (\$1.25) for the Affordable Care Act component. Payment by Auglaize County shall be due within fifteen (15) days after receipt of a proper invoice.
5. **Indemnification.** NWGS shall indemnify, defend and hold harmless Auglaize County and each board member, administrators, directors, officers, employees and agents from and against any and all claims, actions, damages, liabilities and expenses (including without limitation attorneys' fees) incurred, arising from or out of this Agreement, or the negligence or willful misconduct of NWGS and/or its agents or employees, or in connection with any third party claim as to rights in and to any deliverable, including, without limitation, claims of infringement of any patent, copyright, trademark or trade secret or unfair competition rights of any third party. This Section shall survive the termination or expiration of this Agreement.
6. **Waiver.** The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.
7. **Governing Law.** This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed in all respects by and construed in accordance with the state laws of Ohio, without regard to its principles of conflicts of laws.
8. **Validity.** If any part of this Agreement is found to be invalid or unenforceable, then that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement in any way unless the invalidity significantly affects the ability of either party to perform as contemplated under this Agreement.
9. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. **Entire Agreement.** This Agreement comprises the entire agreement between the parties and may not be modified or amended except by written instrument signed by authorized representatives of the parties. This Agreement shall supersede and replace any prior agreement between the parties concerning the subject matter hereof. If and to the extent this Agreement is inconsistent with any part of the NWGS Proposal, then this Agreement shall supersede and control. IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement on the dates set forth below.

Northwest Group Services Agency, Inc.



Signature

Jeff Smelcer

Printed Name

President

Title

September 27, 2021

Date

Auglaize County



Signature

Douglas A. Spence

Printed Name

President

Title

October 14, 2021

Date

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

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

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

<u>Check No</u>	<u>Amount</u>	<u>Vendor</u>
455222	\$1,615.00	Dude Solutions, Inc.
455250	\$195.18	Leaf
455254	\$800.00	Kerns Chevrolet
455255	\$6,785.51	Stellar Services
455264	\$4,000.00	Michael L Vorhees
455308	\$180.82	First Communications

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

Adopted this
14th day
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

✓cc: County Auditor