

## Department Head Meeting Agenda

**Meeting Date and Time:** July 17, 2015 9:30 a.m.  
**Meeting Location:** Commissioners' Hearing Rm, 5th Floor, Co. Office Bldg.  
**Convener:** Andrew Kalmar, County Administrator

### **Announcement Items**

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Commissioner Carter Reception: 7/24 - 5th Floor 1:30 to 4 p.m.  
Commissioner Sessions: Resolutions after 7/23 - list vacant  
Letterhead  
Monthly Safety Subject: July: Violence in the Workplace / Aug: Slips, Trips & Falls  
Policy Reminder: Driving Records: Reportable Events  
Drug Free Workplace: Reasonable Suspicion & Prescription Medication  
EEOC: Enforcement Guidance on Pregnancy Discrimination Act  
Insurance Update: Spousal/Dependent Eligibility Certification Process: 8/14 to 9/15  
Employee Eligibility Certification Process: Measurement Period  
Change to Ohio Law for Dependent Coverage < 26  
Wellness Update: Blood Drive: 7/22 at Health District  
Summer Swim  
Stretch & Flex Challenge: 8/24 - 11/1  
Training Update: Exit Interview Checklist  
HR Group Meeting: 7/23 at 10 a.m.  
Employee Training: 9/23 & 9/24  
Performance Reviews  
Proposed FLSA Exempt Status: Proj. Increase to \$50,440 in 2016  
Budget Update: Appropriations Preparation

### **Special Presentation**

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Contract Basics: Linda Holmes, Assistant Prosecuting Attorney

### **Two Minute Drill**

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### **Next Meeting Date**

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August 21, 2015 9:30 a.m. Commissioners' Hearing Room

# Board of County Commissioners

James F. Carter   Doris I. Herringshaw, Ed.D.   Joel M. Kuhlman

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## SUMMARY OF DISCUSSION

A meeting of the Department Heads was held on July 17, 2015, in the Commissioners' Hearing Room with the following persons present:

### Elected Official/Office/Department Representatives

Jeff Orlowski	Wade Gottschalk	Dave Steiner	Dana Nemeth	Lorrie Lewandowski
Tom Chidester	Matt Oestreich	Darcy Wilhelm	Brenda Ransom	Tim Hainen
Dave Wigent	Mark Meyer	Frank McLaughlin	Ben Hendricks	Linda Holmes
Pamela Boyer	Joe Fawcett	Andrew Kalmar		

## Announcements

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**Commissioner Carter Reception:** Commissioner Carter announced his retirement effective July 24, 2015. A reception in his honor will be held on July 24 from 1:30 to 4 p.m. on the Fifth Floor of the County Office Building.

**Commissioner Sessions:** Resolutions submitted to the Commissioners' Office after July 23 will need to list the third commissioner as vacant. Departments may continue to use their current letterhead until the new commissioner is named.

**Monthly Safety Topics:** The July Safety Subject focuses on Violence in the Workplace. The topic for August is Slips, Trips and Falls. Department Heads were asked to share the information with staff when it is distributed. The information is also posted on the employee website. Andrew mentioned that a memo will be forthcoming regarding upcoming safety walk-throughs for the Public Employees Risk Reduction Program (PERRP) are being scheduled in the coming weeks. These walk-throughs provide valuable information related to managing risks in the workplace. A written report identifying risk will be shared with departments to ensure that corrections are made.

**Policy Reminder:** Department Heads were reminded that employees only have one driving record and must report any reportable events as noted in the Motor Vehicle Policy. A reminder was also provided regarding the Drug Free Workplace Policy. If reasonable suspicion exists, the supervisor or Appointing Authority shall require that the employee submit to a drug and/or alcohol test immediately. Employees also have an obligation to advise the supervisor if they are using a prescription or non-prescription medication that may impair their judgment or other sensory ability. The Equal Opportunity Commission (EEOC) recently released guidance on the Pregnancy Discrimination Act. The guide is designed to ensure that pregnant workers are not treated differently than other workers with restrictions or other employment needs.

**Insurance Update:** The Spousal/Dependent Eligibility Certification Process runs from August 14 to September 15. The dependent eligibility process will be modified slightly to accommodate changes to Ohio Law reducing the limiting age for coverage to 26. A new process mandated by ACA requires the county to create an Employee Eligibility Certification Process. The County will utilize a Look-back Measurement Period for all employees going back to October 2014.

**Wellness Update:** A blood drive is scheduled for July 22 at the Health District. The Summer Swim program ends in August with a submission deadline of September 15. In addition to the Get Fit Anytime challenge, a structured 10-week Stretch and Flex Challenge begins on August 24 and will utilize the American Cancer Society's Active for Life website. The Any-Time challenges are always available; information is listed on the county website.

**Training Update:** Department Heads were encouraged to utilize the Exit Interview form as posted on the employee website. This form provides employees an opportunity to provide feedback regarding their employment with the County, as well as a checklist for supervisors to deactivate key fobs and computer access. The HR Group is scheduled to meet on July 23 at 10 a.m. Employee training is scheduled for September 23 and 24. Brad Bennett from Fishel, Haas, Kim, and Albrecht LLP will be presenting the Chameleon Communicator to help employees work with those from different generations and those with different communication styles while adding personal accountability. More information will be forthcoming regarding registration.

**Performance Reviews:** Annual performance reviews for Commissioners' Department Heads will be scheduled in early September. New forms are available on the employee website. As a reminder, employees should either type or use pen to complete the forms.

**Proposed FLSA Exempt Status:** The Department of Labor has opened a comment period regarding an increase to those receiving an exemption from overtime. The proposed salary level for an exemption in 2016 is listed at \$50,440. More information will be shared following the federal comment period and 2016 salary increases.

**Budget Update:** Joe noted that departments should begin preparations for the 2016 appropriations process. Buildings and Grounds can assist with cost estimates if renovations or other office projects are planned.

### **Special Presentation**

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**Contract Basics:** Linda Holmes from the Prosecuting Attorney's office presented a power point on Contract Basics. She noted that the Commissioners hold contracting authority for the County and that certain language must be included in contracts. Handouts and a copy of the power point were distributed.

### **Two Minute Drill**

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**Ben Hendricks (IT)** noted that upgrades to the phone system are being installed. The paging system will down during the upgrade. He is also removing the antivirus system over the weekend. Computers should be left on to get the Viper software removed.

**Dana Nemeth (Historical Museum and Center)** announced that a fundraiser for the accessibility project is scheduled for July 20 at Max & Erma's at Levis Commons. Twenty percent of the bill will go toward the project.

**Lorrie Lewandowski (ADAMHS)** stated that an Open Town Hall meeting is scheduled for October 22 from 7 to 8 pm at the Way Public Library in Perrysburg.

**Dave Wigent (Job and Family Services)** announced that the Open House for the building addition is scheduled for July 23 from 4 to 6 pm.

The next Department Head meeting will be held in the Commissioners' Hearing Room on **August 21, 2015, at 9:30 a.m.**

cc: BCC Elected Officials and Department Heads Steve Spirn file

**The Chameleon Communicator** – Improving internal communications by understanding the generational differences and various communication styles of today’s workplace.

This session will focus on the following training objectives:

1. A review of the various generations in today’s multigenerational workplace and tips for effectively communicating with each generation;
2. A review of the various personality types and communication styles in today’s workplace and how to effectively communicate with each type, even at their worst;
3. The link between high E.Q. (Emotional Intelligence), leaders, effective communication and how to improve your own E.Q.;
4. Bringing it all together: The importance of personal accountability to developing effective workplace communication.



# Public Contracts

# What are the Elements of a Contract?

## ▶ “Meeting of the Minds”

- ▶ Offer—Manifestation of a willingness to enter into a bargain so as to justify another person in understanding that his or her assent to that bargain is invited and will conclude it.
  - ▶ E.g.—adds in newspapers, TV, grocery item price tags, real estate “for sale” sign
- ▶ Acceptance—Manifestation of assent by the offeree to all of the terms of the offer and must be unconditional.
  - ▶ E.g.—Internet “submit order;” grocery items to the checkout
- ▶ Consideration—That which is bargained for and given in exchange for a promise
  - ▶ E.g.—Good/service for cash, check, credit card at checkout or other promise to pay.

**But, sometimes offers result in counteroffers and terms and conditions must be negotiated in many contracts**



# County Contracting Authority

## R.C. §307.01 and §307.02

- ▶ R.C. §307.01(A) A courthouse, jail, public comfort station, offices for county officers, and a county home shall be provided by the board of county commissioners when, in its judgment, any of them are needed. The buildings and offices shall be of such style, dimensions, and expense as the board determines.
- ▶ R.C. §307.02—The board of county commissioners of any county . . . may purchase, for cash or by installment payments, enter into lease-purchase agreements, lease with option to purchase, lease, appropriate, construct, enlarge, improve, rebuild, equip, and furnish a courthouse, county offices, jail, county home, juvenile court building, detention facility, public market houses, retail store rooms and offices, . . . county children's home, community mental health facility, community mental retardation or developmental disability facility, facilities for senior citizens, alcohol treatment and control center, other necessary buildings, public stadiums, public auditorium, exhibition hall, zoological park, public library buildings, golf courses, and off-street parking facilities



# County Competitive Bidding

## R.C. §307.86

- ▶ **Purpose of Competitive Bidding:** To ensure the for the taxpayer the best possible materials and services for the best possible price and to **guard against fraud and corruption, favoritism and extravagance.**
- ▶ **Anything** to be **purchased, leased, leased with an option or agreement to purchase, or constructed,** including, but not limited to, any product, structure, construction, reconstruction, improvement, maintenance, repair, or service, **except** the services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor, or appraiser, by or on behalf of the county or contracting authority, as defined in **section 307.92 of the Revised Code,** **at a cost in excess of fifty thousand dollars,** . . . , **shall be obtained through competitive bidding.**



# Exceptions to Competitive Bidding

## R.C. §307.86(B) thru (L)

- ▶ Actual physical disaster/real and present emergency/cost < \$100,000.00/unanimous vote
- ▶ Supplies or replacement parts/only source is single supplier
- ▶ Information technology—e.g. programming—single source
- ▶ Purchase from federal gov't, state, political subdivision, bd. of ed., township, municipality
- ▶ County JFS—family services duties or workforce development activities; County DD—program services, child care, residential services etc.
- ▶ Criminal justice services, social service programs, family services, or workforce development programs from non-profits or assoc. funded by feds.
- ▶ Certain insurance policies and health care plans under certain conditions
- ▶ Leased property under certain conditions.
- ▶ Juvenile Court—certain case management, treatment, residential and services
- ▶ Childrens Services—certain services for abused, neglected or dependent children.
- ▶ EMS services

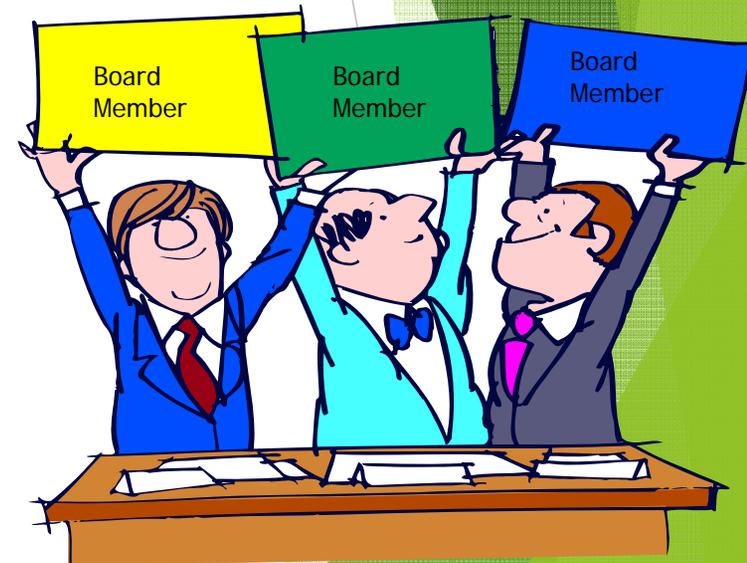
## New Exception: R.C. 307.86(M) “Competitive Sealed Proposals”

- ▶ Some vendors do not want their bids/pricing revealed.
- ▶ “Competitive Sealed Proposals” can be used for supplies and equipment but cannot be used for construction, design, demolition, alteration, repair, or reconstruction of a building, highway, drainage system, water system, road, street, alley, sewer, ditch, sewage disposal plant, waterworks, and all other structures.
- ▶ County/agency must establish and rank bid requirements and then evaluate vendors submitting proposals.
- ▶ Proposals are not available to other bidders but evaluation results are available.
- ▶ Examples: Transportation for Wood Haven and JFS clients; prescriptions at Wood Haven



# Who is a “Contracting Authority” for purposes of R.C. §307.86?

- ▶ R.C. §307.92—Any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the county or any agency, department, authority, commission, office, or board thereof.
- ▶ Commissioners are the “Contracting Authority” for all county offices and elected officials except e.g.--:
  - ▶ County agencies with boards with statutory contracting authority—e.g. ADAMHS, County DD Board.
  - ▶ JFS Director—certain contracts R.C. §329.04(A)(7), R.C. §329.04(B) and R.C. §329.05



# Notice and Specifications

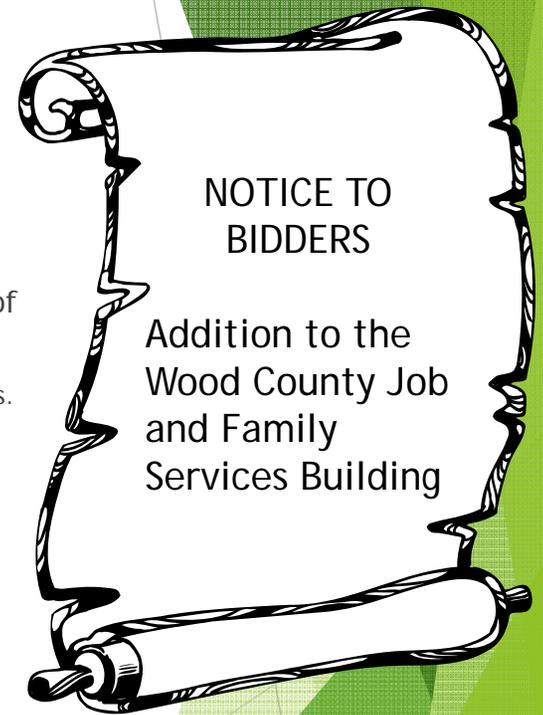
## R.C. §307.87

### ▶ Notice

- ▶ Published in a newspaper of general circulation at least two weeks before the opening of bids or post on county website with one publication
  - ▶ Publication must include a statement--posted on internet site, internet address, how to access.

### ▶ Contents

- ▶ A general description of proposed contract and the time and place to obtain plans and specifications.
- ▶ Time and place where bids will be opened;
- ▶ Time and place for filing bids;
- ▶ Terms of the proposed purchase;
- ▶ Conditions under which bids will be received;
- ▶ Preference system if any.
- ▶ Post notice on bulletin board for at least two weeks prior to bid opening day.

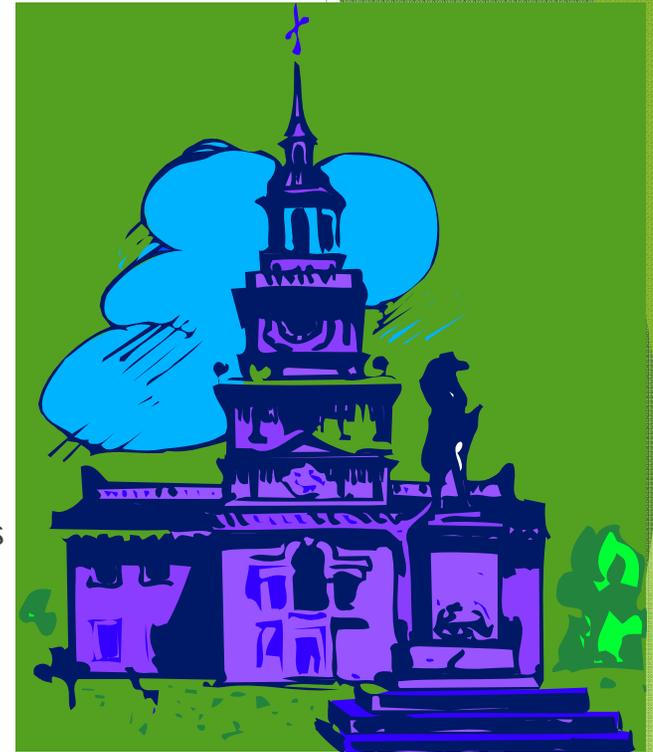


## Awarding the Contract; Reject All Bids R.C. §307.90

- ▶ Standard for Award: “Lowest and best bid.”
  - ▶ The lowest bid is not necessarily the best by virtue of being the lowest.
  - ▶ “Lowest and Best Bid” vests discretion in Board as to which bid should be accepted; the Board can engage in a qualitative analysis as to which bid is better.

“The contracting authority may reject all bids.”

- ▶ Either readvertise, using the original estimate, or amend the estimate and proceed to readvertise.



# Standard Wood County Contracts for Goods and Services; Contract Checklist

- ▶ Handouts
  - ▶ Standard Contract for Goods
  - ▶ Standard Contract for Services
  - ▶ All contracts must be in Word format to make changes if necessary and include Vendor/Provider contact information
- ▶ Checklist
  - ▶ Department should make sure that the contract contains these provisions before sending to Commissioners' Office

# Contract Terms to Change

- ▶ Never agree to:
  - ▶ Pay the vendor/provider's taxes.
  - ▶ Pay the vendor/provider's attorney fees.
  - ▶ Go to another state (Venue) if a dispute must be resolved.
  - ▶ Another state's "governing law."
  - ▶ "Arbitration" of disputes under the contract.
  - ▶ Defend, indemnify or hold vendor/provider harmless.
  - ▶ Disclaimers of Liability.

**List of General Terms and Conditions for Public Contracts – Effective 2/16/11  
Updated 12/3/13, 6/6/14, 8/13/14, 10/8/14**

**RISK OF LOSS**

The Contractor shall retain title to and bear the risk of loss for the equipment/materials (choose one or describe what is purchased and installed under the agreement) until installation is complete and the equipment/materials is fully operational and accepted in writing by the Board.

**ASSIGNMENT**

The Consultant shall not assign any duties or compensation received under this Agreement without the express prior written consent of the County

**MODIFICATION OF AGREEMENT**

Any alteration or modification of the terms or conditions of this agreement must be in writing and signed by the parties.

**NONDISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Revised Code of Ohio, the Consultant, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

- A. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
- B. Discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin or ancestry.

Under R.C. 153.60, breach of these provisions against discrimination shall result in the following forfeitures:

- (A) A deduction of a twenty-five dollars forfeiture for each person who is discriminated against or intimidated in violation of this contract from the amount payable to the contractor by the county under this contract;

(B) Cancellation or termination of the contract by the county and forfeiture of all money to be come due under this contract for a second or subsequent violation of the terms of this section of the contract.

R.C. 153.60 applies only to contracts for the construction, alteration, or repair of any public building or public work

### **INDEPENDENT CONTRACTOR CLAUSE**

It is hereby agreed by and between the parties that the relationship between the Consultant and the County shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this contract. The County is interested in the results achieved and the conduct and control of the work will lie solely with the Consultant.

The Consultant is not entitled to any of the benefits the County does provide its employees. It is further understood that the County does not agree to use the Consultant exclusively. Moreover, it is understood that the Consultant is free to contract for similar services to be performed for other parties while he is under contract with the County. The Consultant shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.

### **CONTRACT EMPLOYEES AND SUBCONTRACTORS**

Contractor agrees that its employees and its independent contractors/subcontractors are not and will not become employees of Wood County when providing the goods and performing the services that are the subject of the Agreement. Contractor also agrees that it will take all steps necessary to ensure that the persons or entities providing the goods and performing the services that are the subject of this Agreement will not do so in such a way as to be regarded as “public employees” as defined in OAC 145-1-42.

### **DEFEND, INDEMNIFY & HOLD HARMLESS CLAUSE**

The Consultant agrees that it will defend, indemnify and hold Wood County, its officers, employees, agents and assigns harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of the Consultant's or its officers, employees or agents. The County shall give timely notice and accord to the Consultant the right to defend and settle all such claims.

### **PERSONAL PROPERTY TAX STATEMENT**

The Consultant has complied with the requirements of O.R.C. 5719.042 by providing a statement under oath as to whether and in what amount said contractor is charged with delinquent personal property taxes in Wood County. Said statement is attached hereto as Exhibit \_\_\_ and is hereby incorporated by reference into this contract as if fully rewritten herein.

## **PROOF OF INSURANCE**

The Service Provider will procure and maintain at its own cost for the duration of this Agreement the following insurance:

- A. Commercial General Liability Insurance policy in the amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- B. Business Auto Liability Insurance policy in the amount of at least \$1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.
- C. Professional Liability (errors and omissions) insurance of at least \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, if applicable.
- D. Umbrella and excess liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, above the commercial general, professional liability and business auto primary policies.
- E. Workers' Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

The Service Provider further agrees to name the Board as an additional insured on all contracts of insurance for the duration of this Agreement. The endorsement form and the certificate of insurance shall state the following: "Wood County Commissioners, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies." All certificates and endorsements must be received by the Board before work pursuant to this Agreement commences.

\*\* Can still use this clause for Engineers, consultants and small contractors – per Carri

## **PROOF OF LIABILITY INSURANCE**

The Contractor will obtain and/or maintain liability insurance in the amount of \$500,000.00 for the duration of the contract period herein and shall provide certificate of such insurance to the Board prior to beginning any work under this contract. Contractor further agrees to provide a copy of its Bureau of Workers' Compensation Certificate covering all individuals performing work under this contract to the County prior to beginning any work under this contract.

## **CHILD SUPPORT CLAUSE**

The Consultant declares that its principal officers, directors, shareholders and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041.

## **DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this contract, Contractor warrants that a

finding for recovery has not been issued to Consultant by the Ohio Auditor of State. Consultant further warrants that Consultant shall notify Board within one (1) business day should a finding for recovery occur during the contract term.

Debt Check Provision only applies over \$25,000

## **GOVERNING LAW**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state courts located in the State of Ohio.

## **WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **SEVERABILITY CLAUSE**

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

## **ENTIRE AGREEMENT**

This agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

Resolution No. \_\_\_\_\_

## AGREEMENT

This agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Board of County Commissioners of Wood County, Ohio, hereinafter referred to as the Board and Poggemeyer Design Group, 1168 N. Main Street, Bowling Green, Ohio 43551, hereinafter referred to as the Contractor.

### I. PURPOSE

Whereas, Ohio Revised Code § 5591.02 and § 5591.021 require that the County Commissioners construct and keep and repair necessary bridges in municipal corporations and on or connecting state county and improved roads, respectively.

Whereas, the Board of County Commissioners has determined the necessity for engineering services for bridge inspection work for the Wood County Engineer.

Whereas, Poggemeyer Design Group provided the best Statement of Qualifications for professional engineering services and the Board has authorized that a contract be entered into for this work with Poggemeyer Design Group and appropriate the money therefore.

Now, therefore, the parties each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

### II. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to do or provide the following:

1. Comply with all local, state and federal ordinances, statutes, rules and regulations.
2. Perform work as described in Attachment A - Scope of Work

### III. BOARD'S RESPONSIBILITIES

The Board agrees to do the following:

1. Coordinate a project organization meeting.
2. General directing of project.

### IV. CONTRACT TERM

The parties hereto agree that said agreement shall commence immediately and that the Contractor will complete the responsibilities or obligations set forth in Section II above no later than March 15, 2015.

### V. CONTRACT SUM AND METHOD OF PAYMENT

The Board agrees that it will pay the sum of \$47,200.00 for the services to be rendered by the Contractor pursuant to this agreement. Payment of the above sum will be paid upon receipt of an itemized invoice and acceptance of services.

## VI. ASSIGNMENT

The Contractor shall not assign any duties or compensation received under this Agreement without the express prior written consent of the County

## VII. MODIFICATION OF AGREEMENT

Any alteration or modification of the terms or conditions of this agreement must be in writing and signed by the parties.

## VIII. CONTRACT EMPLOYEES AND SUBCONTRACTORS

Contractor agrees that its employees and its independent contractors/subcontractors are not and will not become employees of Wood County when providing the goods and performing the services that are the subject of the Agreement. Contractor also agrees that it will take all steps necessary to ensure that the persons or entities providing the goods and performing the services that are the subject of this Agreement will not do so in such a way as to be regarded as "public employees" as defined in OAC 145-1-42.

## IX. NON-DISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Revised Code of Ohio, the Contractor, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

- A. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
- B. Discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin or ancestry.

Under R.C. 153.60, breach of these provisions against discrimination shall result in the following forfeitures:

- (A) A deduction of a twenty-five dollars forfeiture for each person who is discriminated against or intimidated in violation of this contract from the amount payable to the contractor by the county under this contract;
- (B) Cancellation or termination of the contract by the county and forfeiture of all money to be come due under this contract for a second or subsequent violation of the terms of this section of the contract.

## X. INDEPENDENT CONTRACTOR CLAUSE

It is hereby agreed by and between the parties that the relationship between the Contractor and the County shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this contract. The County is interested in the results achieved and the conduct and control of the work will lie solely with the Contractor.

The Contractor is not entitled to any of the benefits the County does provide its employees. It is further understood that the County does not agree to use the Contractor exclusively. Moreover, it is understood that the Contractor is free to contract for similar services to be performed for other parties while he is under contract with the County. The Contractor shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.

#### XI. DEFEND, INDEMNIFY & HOLD HARMLESS CLAUSE

The Contractor agrees that it will defend, indemnify and hold Wood County, its officers, employees, agents and assigns harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of the Contractor's or its officers, employees or agents. The County shall give timely notice and accord to the Contractor the right to defend and settle all such claims.

#### XII. OSHA COMPLIANCE CLAUSE

The Contractor hereby agrees that any work performed under this agreement shall comply with all applicable requirements under the Federal Occupational Safety and Health Act, and/or the Ohio Public Employees Risk Reduction Standards Act, including but not limited to the use of appropriate equipment and materials, protective gear, and safety, emergency and first aid procedures. The Contractor further agrees to defend, indemnify and hold Wood County harmless against any and all claims alleging injury, death or damage to persons or property resulting from a failure to comply with OSHA and PERRS requirements.

#### XIII. PROOF OF LIABILITY INSURANCE

The Contractor will procure and maintain at its own cost for the duration of this Agreement the following insurance:

- A. Commercial General Liability Insurance policy in the amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- B. Business Auto Liability Insurance policy in the amount of at least \$1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.
- C. Professional Liability (errors and omissions) insurance of at least \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, if applicable.
- D. Umbrella and excess liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, above the commercial general, professional liability and business auto primary policies.
- E. Workers' Compensation insurance at the statutory limits required by the Ohio Revised Code.

The Contractor further agrees to name the Board as an additional insured on all contracts of insurance for the duration of this Agreement. The endorsement form and the certificate of insurance shall state the following: "Wood County Commissioners, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies." All certificates and endorsements must be received by the Board before work pursuant to this Agreement commences.

XIV. CHILD SUPPORT CLAUSE

The Contractor declares that its principal officers, directors, shareholders and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041.

XV. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this contract, Contractor warrants that a finding for recovery has not been issued to Contractor by the Ohio Auditor of State. Contractor further warrants that Contractor shall notify Board within one (1) business day should a finding for recovery occur during the contract term.

XVI. GOVERNING LAW

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state courts located in the State of Ohio.

XVII. SEVERABILITY CLAUSE

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason by held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

XVIII. ENTIRE AGREEMENT

This agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral. It is understood by the parties that a "writing" as contemplated hereunder, for alteration or modification purposes, shall not include an email or other similar forms of electronic communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as evidenced by their signatures below:

WITNESS:

FOR THE COUNTY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board of County Commissioners

WITNESS:

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FOR THE CONTRACTOR:

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(Typed Name & Title)

APPROVED AS TO FORM:

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Paul A. Dobson  
Wood County Prosecuting Attorney

**CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

I, Michael Sibbersen, Auditor of Wood County, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of 060.0266.540100 or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

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Michael Sibbersen

Amount - \$47,200.00