

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES AND KIDS COUNT TOO, INC.**

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 12th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department, as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Kids Count Too, Inc. was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 01, 2024 through December 31, 2024 at the maximum cost of \$65,000.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Kids Count Too, Inc. for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby ratify the execution of said contract by the Board of County Commissioners.

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

Adopted this
12th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 John N. Bergman , yes
John N. Bergman

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , yes
David Bambauer

cc: Department of Job & Family Services

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES AND KEEPING KIDS SAFE, INC.**

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 12th day of
December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department, as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Keeping Kids Safe, Inc. was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 1, 2024 through December 31, 2024 at the maximum cost of \$165,000.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Keeping Kids Safe, Inc. for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby ratify the execution of said contract by the Board of County Commissioners.

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

Adopted this
12th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 John N. Bergman , yes
John N. Bergman
 Douglas A. Spencer , yes
Douglas A. Spencer
 David Bambauer , yes
David Bambauer

✓cc: County Department of Job & Family Services

IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ADRIEL SCHOOL, INC. FOR PROFESSIONAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 12th day of December, 2023.

Commissioner *Bambauer* moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department , as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Adriel, Inc. was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 1, 2024 through December 31, 2024 at the maximum cost of \$30,000.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Adriel School, Inc. for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby authorize the execution of said contract by the Board of County Commissioners.

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

Adopted this
12th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N Bergman , *yes*
John N. Bergman

Douglas A. Spencer , *Yes*
Douglas A. Spencer

David Bambauer , *yes*
David Bambauer

✓ cc: Job & Family Services

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY COMMISSIONERS' OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2023, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2023 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the 23 CDBG Grant Fund (181) by \$198,000.00; and,

WHEREAS, Commissioners' Office has requested that the Board amend the 2023 Annual Appropriation to reflect the following increase:

- Increase 181.0181.500100 (Administration) by \$31,600.00;**
- Increase 181.0181.530601 (Project Moulton Township Demo) by \$13,500.00;**
- Increase 181.0181.530602 (Project Minster ADA Sidewalk) by \$144,900.00;**
- Increase 181.0181.531100 (Fair Housing) by \$8,000.00.**

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2023 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
12th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor
County Administrator

IN THE MATTER OF AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH WOOLPERT INC. AND PICTOMETRY INTERNATIONAL CORP DBA EAGLEVIEW FOR THE 2024 AERIAL FLIGHT PHOTO PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of December 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, County Auditor, Linda Bice, presented a professional services agreement with the Board of County Commissioners requesting authorization to enter into a contract with Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, OH 45430 (“Woolpert”), Pictometry International Corp. dba EagleView, 25 Methodist Hill Drive, Rochester, NY 14623 (“Pictometry” or EagleView”) and Auglaize County, 209 South Blackhoof Street, Wapakoneta, Ohio 45895 (“Client” of “Customer”) for a 2024 aerial flight of all Auglaize County; and,

WHEREAS, the cost of the aerial flight program will be \$272,540.46 which is the fee established in conjunction with the State of Ohio contract for the Ohio State Imagery Program; and,

WHEREAS, Auditor Bice informed the Board that \$45,423.41 of the total project amount will be invoiced at the initial activation of Services and five more payments of \$45,423.41 will be invoiced on the anniversary of the initial activation of services.

THEREFORE BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby approve the professional services agreement and authorizes the County Auditor to proceed with the contract with Woolpert, Inc. in the amount of \$272,540.46; and,

BE IT FURTHER RESOLVED that said Board of Auglaize County Commissioners does hereby authorize the President of the Board, John N. Bergman, to execute said agreement.

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

Adopted this
12th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 John N. Bergman , yes
John N. Bergman

 Douglas A. Spencer , yes
Douglas A. Spencer

 David Bambauer , yes
David Bambauer

cc: County Auditor

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT ("PSA"), is entered on 12.12.23 (the "Effective Date") between Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, OH 45430 ("Woolpert"), Pictometry International Corp. dba EagleView, 25 Methodist Hill Drive, Rochester, NY 14623 ("Pictometry" or "EagleView") for the limited purpose of its obligations set forth herein, and Auglaize County, OH, 209 South Blackhoof Street, Wapakoneta, OH 45895 ("Client" or "Customer"), and intends to describe the services ("Services") to be performed for the Client's project ("Project"), all as described below:

1. Ohio State Imagery Program Contract: This PSA for services is to be performed in conjunction with the Ohio State Imagery Program Contract between Woolpert and the State of Ohio (the "State") dated December 1, 2016 ("OSIP Contract"). The OSIP Contract permits the parties to this PSA to negotiate alternative terms to those included in the OSIP Contract with respect to Services identified as Optional Services in the OSIP Contract. The Services to be provided under this PSA are Optional Services under the OSIP Contract. Therefore, the terms and conditions of the OSIP Contract shall be incorporated herein by reference except for those provisions listed in Section 4 below. The terms and conditions of the OSIP Contract continue in full force and effect until the earlier of the effective date of a new OSIP contract executed by Woolpert and the State of Ohio or the termination of this Professional Services Agreement due to no orders being placed under it for 24 months. If a new OSIP contract is executed, then those new OSIP contract terms will replace the existing OSIP Contract.

2. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is incorporated herein by reference. In the event that additional services are requested or required and provided that such additional services are not required due to the error of Woolpert or its subcontractor(s), the fee shall be equitably adjusted. Additional services shall not be performed without the written authorization of both parties.

3. Subcontracting/License Terms: The Client understands that deliverables described in Attachment A are proprietary to Pictometry International Corp. ("Pictometry"). Accordingly, the Client agrees that (1) Woolpert will subcontract the Services under this PSA to Pictometry; (2) the deliverables set forth in the Scope of Services are subject to the license terms and conditions of use ("Pictometry License(s)") included in Attachment A; and (3) Woolpert will provide coordination assistance to the Client with respect to enforcement of the rights of Client under this PSA; however, and notwithstanding any provision to the contrary herein, the Client agrees that it shall look solely to Pictometry, with the assistance of Woolpert as the point of contact, with respect to the performance of Pictometry and the deliverables that are included as an obligation of Pictometry as provided in the Pictometry License(s) as well as the indemnity obligations of Pictometry in Attachment A and in Section 15 of this PSA entitled "Indemnification". In acknowledgement of the obligations of Pictometry herein, Pictometry is included as a signatory to this PSA for such limited purposes.

4. Order of Precedence: In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): This PSA; Attachment A; and the terms and conditions of the OSIP Contract with the exception of the following provisions ("Excluded Provisions"): any provision automatically terminating agreements under the OSIP Contract upon its expiration or termination, ownership rights, licensing, warranties, performance and payment, damages, termination, time, non-appropriation, and limitations of liability. The Excluded Provisions shall not flow down from the OSIP Contract and shall not apply to this PSA.

5. Schedule: Client acknowledges that the Services to be provided are dependent upon weather conditions conducive to aircraft flight as well as the capture of imagery. Notwithstanding, the parties agree that neither Client, Woolpert, or Pictometry shall be responsible for delays caused by reasons beyond a party's reasonable control, including but not limited to acts of God, war, terrorism, governmental or third-party delay, or delay caused by another party to this PSA.

6. Fees: The total compensation due Woolpert for the Services is described within Attachment A. Client and Woolpert agree that Woolpert will submit invoices as specified on Attachment A or in the event that no invoice schedule is provided, no more often than monthly. Client will issue payments within 30 days of receipt of an invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this PSA, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month.

7. Insurance: Woolpert and its subcontractor(s) shall carry and maintain insurance during the life of the PSA as is required by the OSIP Contract. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.

8. Notices: All notices under the PSA shall be in writing and shall be sent to the following respective addresses:

Client NOTICE ADDRESS	Woolpert NOTICE ADDRESS	Pictometry NOTICE ADDRESS
209 South Blackhoof Street Wapakoneta, OH 45895	1 Easton Oval, Suite 310 Columbus, OH 43219	25 Methodist Hill Drive Rochester, NY 14623
Attn: Linda Bice, Phone: (419) 739-6705	Attn: Contract Administration OSIP Phone: 614.827.6155	Attn: Contract Administration Phone: (585) 486-0093

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties' then-current notice addresses. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

9. Deliverables: All deliverables prepared pursuant to this PSA are subject to the Client's payment in full of all fees due under this PSA and compliance with the Pictometry License(s) terms included in Attachment A. Pursuant to the OSIP Contract, a copy of any deliverables contracted for through the OSIP Contract shall be provided to the State. Accordingly, Pictometry agrees to provide the State access to the deliverables via a valid Pictometry Connect account as agreed upon between Pictometry and the State.

10. **Issues:** Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the timing of the Project, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, delivery and/or administration. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed.

11. **Amendment:** This PSA may be amended only by writing signed and/or acknowledged (as via email) by authorized representatives of all parties. If Client, or anyone for whom Client is responsible, makes or permits any changes to the final deliverables without first obtaining Woolpert's and Pictometry's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

12. **Warranty:** Any warranty with respect to the Services provided under this PSA shall be provided in the Pictometry License(s) (See Attachment A) and Client shall look solely to Pictometry with respect to satisfaction of such warranties. Woolpert expressly disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this PSA. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

13. **Limits of Liability:** With respect to any claims that are not related to the Services of Pictometry, and in recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability, for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed the fee, or One Hundred Thousand Dollars, whichever is greater. The Client agrees that this limit of liability shall extend to Woolpert's subcontractor(s) other than Pictometry. Woolpert and its subcontractors other than Pictometry shall not have liability to the Client with respect to any claims or damages pertaining to the acts or omissions of Pictometry with the exception of damages caused to the extent of the direct negligence of Woolpert or its subcontractors other than Pictometry. Any limit of liability pertaining to Pictometry shall be as included in Attachment A

14. **Waiver of Damages:** Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this PSA, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders, and agents will not be personally liable for any damages arising from this PSA.

15. **Indemnification:** Pictometry agrees to indemnify and hold harmless the Client from actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to reasonable defense attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, to the extent caused by the negligence of Pictometry.

16. **Findings for Recovery.** Woolpert certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

17. **Governing Law:** This PSA is to be governed by and construed in accordance with the laws of the state of Ohio, without regard to conflicts of law principles. Any action brought under this PSA shall only be brought in a court of competent jurisdiction based upon the Project's location.

18. **Purchase Order:** Any purchase order or similar document issued by Client in connection with this PSA is issued solely for Client's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

IN WITNESS WHEREOF, this PSA is accepted as of the date first written above.

AUGLAIZE COUNTY, OH:

Signed: John N Bergman
Name: John N. Bergman
Title: President
Date: 12.12.2023

PICTOMETRY INTERNATIONAL CORP.:

(For the limited purpose of indemnity, performance of services, and warranty obligations defined in this PSA.)

Signed: _____
Name: _____
Title: _____
Date: _____

WOOLPERT, INC.:

Signed: _____
Name: _____
Title: _____
Date: _____

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

General Fund:

Amount:	From:	To:
\$15,000.00	001.1701.538000 (Contingences)	001.1401.536100 (Ins. Prop. Buildings)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
12th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yo
John N. Bergman

Douglas A. Spencer, yo
Douglas A. Spencer

David Bambauer, yo
David Bambauer

cc: ~~County Auditor~~
~~County Administrator~~