

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FY'25 CEAO Bridge Load Rating Fund (525) by \$54,880.00; and,

WHEREAS, the Auditor's Office has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

525.0525.535900	Contract Services	\$54,880.00
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THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 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
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ✓ County Auditor
✓ County Administrator
✓ Engineer

IN THE MATTER OF APPOINTING BENJAMIN ELDER TO THE REGION 15 REPRESENTATIVES TO THE ONEOHIO RECOVERY FOUNDATION, INC. BOARD AND AFFIRMING OTHER COUNTY APPOINTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the **Auglaize County**, is a Local Government that has adopted and approved The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio’s communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and,

WHEREAS, Auglaize County is a participant in **Region 15** as established by The Memorandum; and,

WHEREAS, on February 25, 2025 in Resolution #25-110 the Board of Auglaize County Commissioners accepted the resignation of Edwin Pierce for his three appointment for 2024 – 2026 to the OneOhio Region 15 Board; and,

WHEREAS, the Board of Auglaize County Commissioners did receive a letter of interest to serve on the OneOhio Region 15 Board from Benjamin Elder to fill the unexpired term from 2024-2026; and

WHEREAS, Auglaize County does hereby appoint Benjamin Elder to fill the unexpired appointment 2024 – 2026.

NOW THEREFORE BE IT RESOLVED, by this Board of Auglaize County Commissioners that:

Section 1. **Benjamin Elder to be appointed for the unexpired three-year term** as the Auglaize County Region 15 representative from 2024 - 2026;

Section 2. Representatives may exercise all authority of an OneOhio Recovery Foundation, Inc. Board member under Section D.3 through and including D.11 of the OneOhio Memorandum of Understanding during this appointment; and shall report any such actions to the regional board in this Region;

Section 3. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

Adopted this
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Julie Ehemann, Appointee

IN THE MATTER OF APPOINTING JERRY LEHMAN AND JOSH BLOOMFIELD TO THE TWO VACANT POSITIONS ON THE AUGLAIZE COUNTY REVOLVING LOAN FUND BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on December 5, 2023, in Resolution #23-593, the Board of County Commissioners made appointments to the Auglaize County Revolving Loan Fund Board; and,

WHEREAS, there were still two vacant appointments on the Auglaize County Revolving Loan Board; and,

WHEREAS, Mr. Lehman and Mr. Bloomfield have consented to fill the two vacant positions on the Local Board.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby appoint Jerry Lehman and Josh Bloomfield to the Auglaize County Revolving Loan Board.

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

Adopted this
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Jerry Lehman
Josh Bloomfield

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE SHEARER #3, HAUSS, BEELER, BEELER #2 AND MILLER DITCHES AND TO REEVALUATE THE MAINTENANCE BASES AND REEVALUATE THE WATERSHED MAPS FOR SAID COUNTY DITCH PROJECTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on October 31, 2024, County Engineer Andrew Baumer, Drainage Technician TJ Place and Drainage Engineer Sam Philipot met with the Auglaize County Commissioners, reviewing plans for the Shearer #3, Hauss, Beeler, Beeler #2 and Miller ditch projects and the completed 2008 construction on the Shearer #3 Ditch, the completed 2000 construction on the Hauss Ditch Project, the completed 1980 construction on the Beeler Ditch, the completed 1998 construction on the Beeler #2 Ditch Project and the completed 1984 construction on the Miller Ditch Project; and,

WHEREAS, County Engineer Baumer presented the following correspondence to the Board:

Shearer #3 Ditch - In 2008, the Shearer #3 Ditch was petitioned through the Soil and Water Conservation, this open ditch has since been maintained by the Auglaize County Highway Department. This 10,405 feet long open ditch improvement with a 1.57 logjam drains a watershed of 6,758 acres, in 1993, cost \$107,032.86 for the reconstruction of the open ditch and logjam removal. 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 17 years of maintaining the project with the 2008 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Hauss Ditch - In 2000, the Hauss Ditch was petitioned through the Soil and Water Conservation, this tile ditch has since been maintained by the Auglaize County Highway Department. This 2,166 feet of tile ditch drains a watershed of 109 acres and in 2000, cost \$23,962.09 for the installation of the tile 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 25 years of maintaining the project with the 2000 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Beeler Ditch - In 1980, the Beeler Ditch was petitioned through the Auglaize County Engineer's Office, this tile ditch has since been maintained by the Auglaize County Highway Department. This 1,828 feet of tile ditch drains a watershed of 429 acres and in 1980, cost \$11,934.49 for the installation of the tile ditch.

Beeler #2 Ditch - In 1998, the Beeler #2 Ditch was petitioned through the Auglaize County Engineer's Office, this tile ditch has since been maintained by the Auglaize County Highway Department. This 945 feet of tile ditch drains 166 acres and in 1998, cost \$16,155.25 for this installation of the tile ditch. The Beeler and Beeler #2 are serving the same watershed, it is our recommendation to merge the Beeler #2 account into the Beeler. Transferring the Beeler #2 account funds into the Beeler, and using the money in the Beeler account to maintain the 1980 Beeler tile and the 1998 Beeler #2 tile. 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 and 27 years of maintaining the projects with the 1998 and 1998 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

Miller Ditch - In 1984, the Miller Ditch was petitioned through the Soil and Water Conservation, this open ditch has since been maintained by the Auglaize County Highway Department. This 2,260 feet of open ditch drains a watershed of 191 acres and in 1984, cost \$5,518.57 for the installation 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 41 years of maintaining the project with the 1984 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and individual base costs for the parcels within the watershed.

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 Shearer #3 ditch project is \$333,289.00. This number represents what it would cost today to reconstruct 10,405 feet and 1.57 logjam of the Shearer #3 Ditch as done in 2008 for \$107,032.86. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 17 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

After reevaluating the watershed, the new construction base cost for the Hauss project is \$123,880.07. This number represents what it would cost today to reconstruct the 2,166 feet of the Hauss Ditch as done in 2000 for \$23,962.09. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 25 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

After reevaluating the watershed, the new construction base cost for the Beeler & Beeler #2 projects is \$156,048.75. This number represents what it would cost today to reconstruct the 1,828 feet and to merge the Beeler #2 ditch Project of 945 feet into one account the Beeler Ditch for the work that was completed in 1980 for \$11,934.49 and the 1998 work that was completed in 1998 for \$16,155.25. The re-evaluation also has taken into account the many new parcel splits and residences built in the watersheds over the past 45 and 27 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.

After reevaluating the watershed, the new construction base cost for the Miller project is \$20,842.35. This number represents what it would cost today to reconstruct the 2,260 feet of the Miller Ditch as done in 1984 for \$5,518.57. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 41 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the watershed and we are asking the Board of 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 Auglaize County Commissioners, does hereby set **May 29, 2025 at 1:30 p.m.** in the Assembly Room – 2nd Floor in the Administration Building, located 209 S. Blackhoof Street, Wapakoneta, Ohio for the Maintenance Hearing on the Shearer #3, Hauss, Beeler, Beeler #2 and Miller County Ditch Projects.

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

Adopted this
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

/cc: County Engineer

County Commissioners Office
Auglaize County, Ohio
February 27, 2025

NO. #25-120

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 27th day of February, 2025.

Commissioner Bergman 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>
487102	746.75	MIAMI COUNTY DEPT OF DEVELOPMENT
487105	5460.43	AUGLAIZE CO PCSA
487113	16764.16	AUGLAIZE CO JOB & FAMILY SERVICE
487126	44900.00	NOAH EICHER DBA EICHER CONSTRUCTION
487140	6343.08	K & P MEDICAL TRANSPORT
487143	745.00	LEXIS NEXIS
487143	472.00	LEXIS NEXIS
487145	432.42	JAY PETROLEUM
487159	2248.13	INNOVATIVE OFFICE
487163	12700.00	NW OHIO JUV DET TRAINING & REHAB
487167	5744.00	INTERACTION INSIGHT
487168	661.25	KLEINFELDER
487168	8602.63	KLEINFELDER
487182	917.88	CBTS
487184	8350.00	GENERATIONS OF LOVE
487189	677.00	INMATE MEDICAL SUPPLIES
487191	850.00	MCDUGALL FIREARMS
487192	386.80	DIVAL SAFETY EQUIPMENT
487196	759.21	CITY OF ST. MARYS

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

Adopted this
27th day
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaer yes
David Bambaer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

/cc: County Auditor

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH KLEINFELDER FOR THE ADMINISTRATIVE SERVICES FOR THE PY 2025 CDBG ALLOCATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Kleinfelder for the provision of administrative services for the PY 2025 Community Development Block Grant (CDBG) Allocation Program; and,

WHEREAS, the fees for the CDBG Allocation administration basic services are not to exceed a lump sum of \$37,500.00 and are broken down as follows:

Grant Application -	Not to exceed \$10,000.00
Environmental Review Record -	Not to exceed \$ 8,000.00
Technical Assistance -	Not to exceed \$11,500.00
Fair Housing -	Not to exceed \$ 8,000.00;

and,

WHEREAS, Kleinfelder has prepared a contract for the Board's review and execution; and,

WHEREAS, the Board of County Commissioners has reviewed said contract and has found it to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for administrative services of Kleinfelder for assistance in the application for PY 2025 CDBG Allocation Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambaauer, to execute said contract.

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

Adopted this
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaauer
David Bambaauer

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc/ Kleinfelder
CDBG Allocation file

CLIENT PROFESSIONAL SERVICES AGREEMENT
AUGLAIZE COUNTY BOARD OF COMMISSIONERS, AUGLAIZE COUNTY, OHIO
PY2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM
APPLICATION AND ADMINISTRATIVE ASSISTANCE CONTRACT
OPP#1088606

This Agreement is made on: February 25, 2025.

Between Auglaize County Board of Commissioners, Auglaize County, OH with offices at 209 South Blackhoof Street, Room 201, Wapakoneta, OH 45895 (**Client**)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, OH 43402 (**Kleinfelder**).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
- (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated February 14, 2025, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement;
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, Services). The Proposal also shall specify Client's project for which the Services will be performed (Project), the location of Client's Project for providing the Services (Site), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than October 31, 2027, unless earlier terminated by either party or extended by the parties' mutual written agreement.
- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
- Client will pay a **lump sum of \$37,500**. Kleinfelder will invoice monthly on a percentage completed basis.
- Client will pay on a **time and material basis not to exceed** the sum of \$. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions or Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work

- products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
- (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
 - (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, and to the extent permitted by law indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 To the extent permitted by law, Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the

negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfeider under any Client, Owner or Project insurance policy.

12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

13.1 The maximum aggregate liability of Kleinfeider arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfeider for the Services or \$50,000, and Client hereby releases Kleinfeider from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.

13.2 This limitation of liability has been agreed after Client and Kleinfeider discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfeider.

13.3 As used in this clause 13, "Kleinfeider" includes Kleinfeider, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfeider or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

15.1 Client agrees:

- (a) Kleinfeider will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfeider's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) Kleinfeider will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.

18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.

18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.

19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.

19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and

subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.

19.7 Each party must do anything necessary to give full effect to this Agreement.

19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.

19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.

19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.

19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT: AUGLAIZE COUNTY, OH

KLEINFELDER:

By: 

By: _____

Printed Name: David Bambauer

Printed Name: Lauren O. Falcone, AICP

Title: President, Board of Commissioners

Title: Principal Professional

ATTACHMENTS: Appendix A, Kleinfelder Proposal
Appendix B, Fee Schedule
Appendix C, Certificate of Owner's Attorney and Availability of Funds

APPENDIX C

1. CERTIFICATE OF OWNER'S ATTORNEY

I, Edward A. Pierce, the undersigned, duly authorized and acting legal representative of Angelaire County, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: Feb 27, 2025

Seal:

Signed: [Signature]
Title: Prosecuting Attorney

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Linda Bice, Clerk/Auditor (Fiscal Officer) of Angelaire 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 Angelaire County, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: February 26, 2025

Seal:

Signed: Linda Bice
Title: Angelaire County Auditor

IN THE MATTER OF AUTHORIZING THE MASTER SERVICE AGREEMENT 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.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 27th day of February 27, 2025.

Commissioner Bergman 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 an planning consultant at Neil Armstrong Airport from February 18, 2025 to February 18, 2030; and,

WHEREAS, said Board has been presented with a master service agreement 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 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 Service agreement 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 2030; and,

BE IT FURTHER RESOLVED that the President of the Board of Auglaize County Commissioners, David Bambauer, is hereby authorized to execute said master service agreement and said documents will be hereto attached and thus be made part of this resolution.

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

Adopted this
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: BF & S
Airport Manager

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the February 27 in the year 2025, 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 18, 2025 to February 18, 2030. 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 of Ohio. 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.

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 February 27, 2025.

ENGINEER:

BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:

BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO



Signature


Paul A. Shaffer

Executive Vice President

By: 

Date: 2/27/2025

Date: 2/25/2025

ATTEST: 

Date: 2/27/2025

**IN THE MATTER OF APPROVING THE REVISED CONTRACT WITH LUCAS COUNTY CORONER FOR
AUTOPSY SERVICES; RATIFYING THE EXECUTION OF SAID CONTRACT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of
February, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, a revised contract was presented to the Board of County Commissioners by County Coroner Jason Stienecker from the Lucas County Coroner for autopsy services as requested and needed by Coroner Jason Stienecker; and,

WHEREAS, said revised contract would be effective March 1, 2025 and terminates December 31, 2027 with the fees based on a usage formula will replace the contract that was signed on December 19, 2024 in Resolution #24-625; and

WHEREAS, Coroner Stienecker is agreeable to the terms of the revised contract and request that the Board of County Commissioners, Auglaize County, Ohio, authorize and execute the contract.

THEREFORE BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the revised contract as presented by the Lucas County Coroner for autopsy services as requested by the Auglaize County Coroner; and,

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

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

Adopted this
27th day of
February, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

John N. Bergman, yep
John N. Bergman

Douglas A. Spencer, yep
Douglas A. Spencer

cc ✓ County Coroner – Dr. Jason Stienecker, D.O.

✓ Lucas County Coroner – Dr. Thomas M. Blomquist, MD, PhD

AGREEMENT BY AND BETWEEN
THE BOARD OF LUCAS COUNTY COMMISSIONERS
AND
THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS
FOR
THE PROVISION OF CORONER AUTOPSY SERVICES

This Agreement is made pursuant to Ohio Revised Code Sections 313.16 and 313.161 by and between the Board of Lucas County Commissioners (hereinafter referred to as "Lucas County") and the Board of Auglaize County Commissioner (hereinafter referred to as "Auglaize County") for the provision of coroner autopsy services.

WHEREAS, Auglaize County desires that Lucas County perform certain necessary autopsies;

WHEREAS, Lucas County is willing to perform such autopsy services for Auglaize;

WHEREAS, Ohio Revised Code Section 313.16 states that "In counties where no coroner's laboratory has been established or where the coroner's laboratory does not have the equipment or personnel to follow the protocol established in rules adopted by the director of health under section 313.122 of the Revised Code, the coroner may request a coroner of a county in which such a laboratory is established or that has a laboratory able to follow the director's protocol to perform necessary laboratory examinations"; and

WHEREAS, Ohio Revised Code Section 313.161 states that "whenever an autopsy is performed, and the injury causing death occurred within the boundaries of a county other than the one in which the autopsy was performed, such other county shall pay the costs of the autopsy";

NOW, THEREFORE, it is agreed that:

1. SERVICES PROVIDED

a. Lucas County agrees to perform autopsies as requested in accordance and compliance with Chapter 313 of the Ohio Revised Code and all other applicable law governing such work. Augliaze County shall be responsible for transporting all bodies to the Lucas County Coroner's Office [2595 Arlington Avenue, Toledo, Ohio 43614] for which an autopsy is requested to be performed. Universal precautions are to be used in transport.

b. A "standard autopsy" performed by Lucas County and billed as a "standard autopsy" per Section 2 of this AGREEMENT shall include the following:

- i. Full body examination;
- ii. Microscopies;
- iii. Basic Postmortem Panel 2, consisting of:
 1. Qualitative Screens
 - a. 12-Panel Drugs of Abuse Screen (Urine)
 - b. ELISA Drugs of Abuse Screen (Blood)
 - c. Volatile (Alcohol) Screen (Blood)
 2. Quantitative Confirmations for drugs/alcohol with a positive resulting Qualitative Screen; and
- iv. Testimony in cases associated with the autopsy as required by a court of law.

2. COST METHODOLOGY AND BILLING FOR SERVICES RENDERED

a. In order to ensure Lucas County is able to sustainably provide autopsy services to neighboring and regional counties, Lucas County shall utilize a proportional share cost methodology for autopsy services provided by the Lucas County Coroner's Office.

b. Auglaize County shall compensate Lucas County for their proportional share of the operational costs required to the provide autopsy services by the Lucas County Coroner's Offices based on the following cost methodology:

i. Lucas County shall identify the total projected operational costs to provide services required to manage, administer and perform autopsies and associated services, not including services provided exclusively for Lucas County (e.g. death investigation), for the upcoming fiscal year* (FY).

* Lucas County operates on a January 1 – December 31 fiscal year.

ii. Lucas County shall identify the proportion of the total number of autopsies performed in the most recent full calendar year (CY) that were performed for Auglaize County (e.g. for FY 2025, CY 2023 data shall be utilized).

iii. Lucas County shall multiply the proportional share of Auglaize County utilization in the most recent full calendar year by the projected operational cost to identify the amount due in the upcoming fiscal year.

c. The cost methodology identified in Section 2(b) of this AGREEMENT shall be phased in over the first three fiscal years of this AGREEMENT:

i. For fiscal year 2025, Lucas County shall credit 66% of any difference in the cost of service between the amount calculated utilizing the cost methodology delineated in Section 2(b) of this AGREEMENT and \$1,750.00.

ii. For fiscal year 2026, Lucas County shall credit 33% of any difference in the cost of service between the amount calculated utilizing the cost methodology delineated in Section 2(b) of this AGREEMENT and \$1,750.00.

iii. For fiscal year 2027, Lucas County shall invoice the true proportional costs of autopsy services calculated utilizing the cost methodology in Section 2(b) of this AGREEMENT.

d. Lucas County shall notify Auglaize County no later than the 15th day of September of the amount due in the upcoming fiscal year.

e. Lucas County shall invoice the amount due for the fiscal year no later than the 15th day of January of the fiscal year in which the invoice is due. Auglaize County shall provide complete payment of the invoiced amount by the 31st day of March of the budget/calendar year or may request a quarterly payment plan by the 31st day of March in which four equal payments are made to Lucas County, due as follows:

- i. 1st quarterly payment due by the 30th day of April
- ii. 2nd quarterly payment due by the 30th day of June
- iii. 3rd quarterly payment due by the 30th day of September
- iv. 4th quarterly payment due by the 30th days of November

f. The following services will be billed quarterly at cost separately from and in addition to the cost methodology and billing schedule identified in Sections 2(a) through 2(e) of this AGREEMENT:

- i. Any tests, screens, examinations, and procedures performed outside of those identified in Section 1(b) of this AGREEMENT;
- ii. Travel costs required to provide testimony in cases associated with an autopsy as required by a court of law, at the current mileage rates established by the Internal Revenue Service and per diem rates established by the U.S. General Services Administration, should overnight or extended travel be required.

iii. The current cost of a body bag for any body not delivered to the Lucas County

Coroner's Office with a body bag.

g. Additional services shall be invoiced quarterly with payment due within 30 days of receipt of the invoice from Lucas County.

h. If at any time during the previous contract year, turnaround time runs greater than 90 days for 15% or more cases, a 5% discount will be applied to all bills for the following year's invoice[s].

3. TERM OF AGREEMENT

a. This AGREEMENT shall take effect on March 1, 2025 and shall continue for an indefinite term on a year-to-year basis starting January 1, 2026 unless terminated as provided in Section 4 of this AGREEMENT.

4. AMENDMENT AND TERMINATION OF THE AGREEMENT

a. This AGREEMENT may be modified, amended, or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by all the parties to the AGREEMENT. All Amendments shall be documented and attached to this AGREEMENT as amendments to the AGREEMENT.

b. Either party to this AGREEMENT shall have the right, with or without cause, to terminate this AGREEMENT upon written notice to the other party prior to October 31st of the year preceding termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officials.

LUCAS COUNTY

BOARD OF COUNTY COMMISSIONERS

Pete Gerken, Commissioner

Lisa A. Sobecki, Commissioner

Anita Lopez, Commissioner

Thomas M. Blomquist, MD, PhD
Lucas County Coroner

APPROVED AS TO FORM:

Auglaize County Prosecutor Date

Lucas County Prosecutor Date

AUGLAIZE COUNTY

BOARD OF COUNTY COMMISSIONERS

Auglaize County Commissioner

John N. Bergner

Auglaize County Commissioner

Robert Sun

Auglaize County Commissioner

David Bonbauer

Auglaize County Coroner Commissioner

Coroner