

IN THE MATTER OF APPOINTING KYLE ANKERMAN TO THE AUGLAIZE COUNTY AIRPORT AUTHORITY.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 21st of June, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the term of Jason Clark on the Auglaize County Airport Authority will expire on June 30, 2022; and,

WHEREAS, the Board of County Commissioners have received written correspondence from Jason Clark that he is not interested in being reappointed to the Authority; and,

WHEREAS, Kyle Ankerman has expressed, in written correspondence, his desire to serve on the Auglaize County Airport Authority Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby appoint Kyle Ankerman to serve on the Auglaize County Airport Authority with the term commencing July 1, 2022 and expiring on June 30, 2025.

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

Adopted this
21st day of
June, 2022

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: Kyle Ankerman
 ✓ Airport Manager
 ✓ Airport Authority

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 21st day of June, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 4, 2022, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2022 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FAA Update Master Plan Fund (094) by \$349,732.00; and,

WHEREAS, Auglaize County Commissioners' Office has requested that the Board amend the 2022 Annual Appropriation to reflect the following increase:

Increase 094.0094.539700 (Engineering Fees) by \$349,732.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2022 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this
21st day of
June, 2022

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

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st of June, 2022.

Commissioner Spicer moved the adoption of the following:

RESOLUTION

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

BOE 2022 Primary Spec Election Fund:

Amount:	From:	To:
\$12,000.00	042.0042.530600 (Contract Services)	042.0042.510200 (Employee Salary)
\$ 175.00	042.0042.530600 (Contract Services)	042.0042.510201 (Medicare)

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

Adopted this
21st day of
June, 2022

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
Board of Elections

IN THE MATTER OF ACCEPTING AND AUTHORIZING THE OWNER'S REPRESENTATIVE SERVICES FOR (PHASE I AND PHASE II) FROM HENNINGSON, DURHAM & RICHARDSON, P.C. (HDR) FOR THE AUGLAIZE COUNTY JAIL EXPANSION PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of June, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #21-261 Henningson, Durham & Richardson (HDR) was selected to perform the Jail Needs Assessment & Facility Master Plan for the Law Enforcement Center; and,

WHEREAS, the Jail Needs Assessment & Facility Master Plan has been completed and Henningson, Durham & Richardson (HDR) has presented a proposal for (Phase I and Phase II) for the Jail Expansion Owner's Representative Services. HDR will assist the County to solicit, procure, and contract for design and construction services intended for the Auglaize County Jail Expansion project:

Phase I – \$90,000.00 and Phase II - \$100,000.00 – Total \$190,000.00.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby approve the proposal for (Phase I and Phase II), with Phase II being contingent upon Auglaize County moving forward with an award on an actionable bid following Phase I, for the Jail Expansion Owner's Representative Services from HDR and does authorize said proposal to be in effect upon execution; and,

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

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

Adopted this
21st day of
June, 2022

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: HDR
✓ Sheriff



June 7, 2022

Ms. Erica Preston
County Administrator
Auglaize County, Ohio
209 Blackhoof Street
Wapakoneta, OH 45895

RE: Jail Expansion Owner's Representative Services

Dear Ms. Preston,

Henningson, Durham & Richardson P.C. (HDR) is pleased to submit this proposal for Owner's Representative Services relating to the Auglaize County Jail Expansion.

Overview of Services

The County is continuing their relationship with HDR for their expertise in County jail planning, design, and knowledge of state approval processes and requirements. HDR will act in an owner's representative capacity and behave as an extension of staff to Auglaize County. HDR will advise, educate, and guide the County Sheriff's Office and County Staff throughout the life of the project. HDR will also advocate for the County through all dealings with state agencies. HDR will lead and manage this jail project from Project Establishment through project completion and final occupancy. HDR believes in an open and transparent process and ensures County Commissioners and key stakeholders. HDR recognizes and embraces the need to keep team members informed and included in decision making.

HDR will report to the County and the County's Sheriff's Office.

Project Team

The planning and representative team includes:

Matt Skarr, HDR, Project Executive
David Bostwick, HDR – Point of Contact/Senior Justice Planner
Matt Guarnery, HDR – Senior Project Manager
John Garb, HDR – Project Architect

Detailed Breakdown of Scope by Phase

Phase 1 | \$90,000 (Lump sum)

1. Owner's Representation & Technical Support -Design Through Construction Contract Award

As the County's owner's representative, HDR will assist the County to solicit, procure, and contract for design and construction services intended for the Auglaize County Jail Expansion project. The following items represent the work that will be performed across all Phases of the project:

Owner's Representative Services – Auglaize County

June 7, 2022

- Develop a project schedule that includes project activities in all work phases
- Develop project milestones during Criteria Phase
- Coordinate with project team on project phasing and workflow
- Update and adjust project schedule to account for latest project activities during Criteria Phase
- Owner's representation during construction phase providing oversight and guidance to the County
- Review existing conditions in preparation for the development of Criteria Documents.

Deliverables:

- High Level Project schedule
- Criteria Phase Milestone Schedule
- One site visit to review existing conditions

Exclusions:

- Geotechnical Engineering Hazardous Material Analysis, Surveying, Testing and Special Inspection, Commissioning, Utility Analysis Report.

2. Criteria Document Package

The Design-Build Project Delivery method requirements result in developing the Criteria Documents to a conceptual level (as identified below) that will be used for the public solicitation of a design-build team. Preliminary state approval must be obtained prior to releasing the Criteria Documents to prospective Design-Build proposers. Additionally, the Criteria Documents must fully convey the County's requirements to allow the Design-Build teams to produce a qualified fee proposal for the specified project scope. Criteria document deliverables shall be developed to the Conceptual Design level.

Under this agreement HDR shall provide criteria architectural services. HDR will work with the County and gain written approval of all documentation required to complete a Criteria Package sufficient to solicit the Design Build Team. The Criteria Documents shall include:

- Criteria Architectural Documents
 - Floor Plans/Wall Types/Security Walls
 - Building Elevations/Sections
 - Wall sections for basis of design
 - Room Data Sheets identifying room, door, and door hardware requirements
 - Outline Specifications for basis of design
- Landscape Architectural Documents
 - Narratives and descriptions for basis of design
- Structural Documents
 - System narratives and descriptions for basis of design
 - Outline Specifications for basis of design
- Mechanical Documents
 - System narratives and descriptions for basis of design
 - Outline Specifications for basis of design
- Plumbing Documents
 - System narratives and descriptions for basis of design
 - Outline Specifications for basis of design
- Electrical Documents

Owner's Representative Services – Auglaize County

June 7, 2022

- System narratives and descriptions for basis of design
- Outline Specifications for basis of design
- Security/Telecommunication/IT Documents
 - System narratives and descriptions for basis of design
- Prepare and submit Phase 1 package for the Bureau of Adult Detention's planning and approval process
 - This would include a program with operational policies and scenarios, staffing costs, and construction costs.
 - Includes one trip to Columbus to meet with BAD representatives.

Deliverables:

- Conduct two Criteria Document workshops with Ownership to develop and gain approval of the basis for design to be incorporated into the Criteria Documents. It is intended that one workshop will be held in-person and one workshop will be held virtually.
- Criteria Documents
- Phase 1 Submittal Package to Bureau of Adult Detention

Exclusions:

- Civil, Utility, or other site related Criteria Documents
- Finance Action to Approve Request for Proposals

3. Design Build RFP Document Preparation

HDR will prepare the necessary documents for county approval for public release to Design Build Teams. HDR will coordinate the criteria documents and they would include the following:

- Development of RFP general conditions documents
- Development of scope of RFP including Criteria Documents
- Refinement of high-level project schedule

Deliverables:

- RFP documents for public release

Exclusions:

- The County will provide front ends documents identifying bidding requirements

4. Selection and Awards Design Build Contract

HDR will assist the county in developing a Design-Build Contract. HDR will coordinate and seek input from County procurement as needed. HDR will facilitate meetings and respond to questions from the County and the selected Design- Builder. HDR will advise the County throughout the review and assist in recommending the best qualified Design- Build Team. The milestones to complete are shown below:

- Review of updated cost estimate
- RFP results
- Review of updated project schedule
- Board of Supervisors approval
- Notice to Proceed (NTP) for construction

Owner's Representative Services – Auglaize County

June 7, 2022

Deliverables:

- Assist County in Developing a Design-Build contract. Assistance as follows:
 - Form of Agreement
 - General/supplemental conditions
 - Bonds and insurance requirements
 - Design Build Entity pre-proposal conferences, questions, addenda
- Recommend to the County best qualified Design-Build firm
- Conduct meetings and produce meeting notes
- Coordination with the County on selection process
- Update project budget estimate (if necessary)

Phase 2 | \$100,000 (Lump Sum)

5. Owner's Representation & Technical Support – Construction Phase

HDR will function as the Owner's representative and ensure that the Design-Build Team fulfills their requirements established in the Design-Build Contract. Additionally, HDR will facilitate and collaborate with the Design-Build Team and their respective sub-consultants, vendors, and various stakeholders involved in the project. A detailed list of project/construction management services are shown below:

Services are as follows:

- Meet and work collaboratively with selected Design-Build firms to clarify the design and performance criteria, concept drawings, and Architectural Program Statement and other documents within RFP.
- Attend virtual meetings as scheduled by Design-Build firms to provide detailed clarification of design intent.
- Review Design-Build firms progress and final design documents for conformance with Criteria Document Package requirements.
- Provide Phase 2 and Phase 3 submittal support for approval of the Bureau of Adult Detention.
- Review critical construction submittals for conformance with Criteria Document Package and design intent. Critical submittals will include all detention grade equipment, door hardware and security control equipment.
- Provide input and advice to the County regarding evaluation of change requests and/or value engineering proposals, and other proposals or questions.
- Participate in Virtual Partnering Sessions throughout course of contract duration, if required.
- Respond to Request for Clarification and other inquiries from the field for Critical Systems. Critical systems will include all detention grade equipment, door hardware and security control equipment.
- Maintain liaison with the County project manager. Attend or conduct necessary virtual meetings and inform the County of construction progress, problems, and planned resolutions.
- Reviews all schedules provided by selected Design-Build firm, provides comments to the owner.
- Work with County to issue Proposed Change Orders (PCOs) within delegated limits consistent with County's policies.
- Implements County's standard procedure of Change Order (CO) control and track completion and

Owner's Representative Services – Auglaize County

June 7, 2022

- implementation of approved COs to minimize the impact on the project schedule.
- Execute correspondence to the Design-Build firm as the County representative for the project.
- Assist County with preparation of scope of services, solicitation of bids, selection of and managing vendors for testing and special inspection services, commissioning, water flow/pressure testing and surveying as requested. These services will be contracted directly by the County.
- Monitor work progress and sequencing for conformance with approved Construction Contract.
- Ensure Design-Build firm develops a plan for recovery when work falls behind schedule or makes revisions to contract schedule when Design-Build firm is deviating from planned sequencing and logic.
- Review and recommend approval of payment applications for the Design-Build contractor and for testing and special inspection, commissioning, and surveying services (if necessary).
- Manages the closeout of contracts and closeout procedures; accomplish timely completion of all construction contract deliverables. (i.e., COs, punch list, recommendation for acceptance, final payment, and warranties/guarantees, etc.)
- Attend meetings as required including one on-site visit every two months.

Assumptions

- a. The following design and construction schedule has been assumed in this fee proposal; Design duration 3 months; Construction Duration 10 months; Close out duration 1 month.
- b. Documents prepared by the Architect/Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from observations of the existing conditions by the Engineer without the benefit of intrusive investigation and analysis prohibited by expense and inconvenience to the Owner.
- c. Unforeseen conditions, systems requiring repair or conditions that are not code compliant discovered during the progress of the project may require changes in the project, resulting in additional cost, fee, and delay.
- d. Reproducible construction documents will be delivered in electronic format.
- e. The County will retain a 3rd party for Commissioning, if required.
- f. This project will be designed for sound sustainable concepts but is not intended for USGBC nor LEED registration.
- g. Existing base building systems are code compliant and have adequate capacity to support the project requirements.

Compensation

HDR proposes the following fees for professional services described above as a Lump Sum contract including expenses.

Phase 1 - \$90,000.00

Phase 2 - \$100,000.00 - proceeding to Phase 2 services is contingent on receipt of an actionable bid

Total Lump Sum - \$190,000.00

Owner's Representative Services – Auglaize County

June 7, 2022

Additional Services

If Auglaize County wishes to add the following services in the project scope. They are currently not included in this scope. HDR can provide these services on an hourly basis or upon an agreed lump sum.

1. Architectural and Engineering services beyond the services described in 'Scope of Services'.
2. Project Changes resulting from:
 - Change in scope or revisions.
 - Inconsistent approvals or instructions previously given.
 - Enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents.
3. Upgrade to any existing system (building structural members, life safety or MEP) related to code or related to the renovation work. Structural documentation will be limited to details relating to architectural upgrades at windows, stair modifications and the cooling tower. Full building analysis or upgrade to building support members is not included.
4. Sustainability / LEED Consulting - Energy Modeling / LCCA Consulting and Analysis
5. System Commissioning
6. Furniture/Fixtures/Equipment - Bidding

Thank you for the opportunity to serve Auglaize County.

Sincerely,

Henningson, Durham & Richardson, P.C.



Grace Kuklinski Rappe, AIA LEED AP

Managing Principal

Authorized Representative

Date: June 7, 2022



6/21/2022

Auglaize County, Ohio Representative

Date



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting and related services performed or furnished by Architect and its employees under this Agreement will be the care and skill ordinarily used by members of Architect's profession practicing under the same or similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

2. INSURANCE/INDEMNITY

Architect agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Architect is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client. Architect agrees to indemnify Client for third party personal injury and property damage claims to the extent caused by Architect's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Architect are made on the basis of information available to Architect and on the basis of Architect's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Architect does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Architect prepares.

4. CONSTRUCTION PROCEDURES

Architect's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Architect shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work



and shall not manage, supervise, control or have charge of construction. Architect shall not be responsible for the acts or omissions of the contractor or other parties on the Project. Architect shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Architect beyond those set forth in this Agreement. Client agrees to include Architect as an indemnified party in Client's construction contracts for the work, which shall protect Architect to the same degree as Client. Further, Client agrees that Architect shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where Architect's services are performed.

6. SERVICES AND INFORMATION

Client will provide all criteria and information pertaining to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Client will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the Project. Client will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Architect. Client agrees to bear full responsibility for the technical accuracy and content of Client-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by Client that Architect is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Client's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Client's legal and financial interests. To that end, the Client agrees that Client or the Client's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Architect, and will obtain the advice of an attorney, insurance counselor or other consultant as the Client deems necessary to protect the Client's interests before Client takes action or forebears to take action based upon or relying upon the services provided by Architect.

7. SUCCESSORS AND ASSIGNS

Client and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor Architect will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Architect pursuant to this Agreement, are instruments of service with respect to the Project. Architect retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the Project; however, none of the documents are intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written



to the extent allowable by law,

verification or adaptation by Architect for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Architect, and Client will defend, indemnify and hold harmless Architect from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle Architect to further compensation at rates to be agreed upon by Client and Architect.

9. TERMINATION OF AGREEMENT

Client or Architect may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party and fails to cure its default within such seven (7) day notice period. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Architect incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

Architect will submit monthly invoices for services rendered and Client will make prompt (in no event longer than thirty (30) days) payments in response to Architect's invoices.

Architect will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

Client shall not withhold amounts from Architect's compensation to impose a penalty or liquidated damages on Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Client recognizes that late payment of invoices results in extra expenses for Architect. Architect retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of Architect's invoices are not paid when due, Architect also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made



part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Architect are estimates to perform the services required to complete the Project as Architect understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Architect will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, Architect agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

Client represents to Architect that, to the best of its knowledge, no hazardous materials are present at the Project site. However, in the event hazardous materials are known to be present, Client represents that to the best of its knowledge it has disclosed to Architect the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Architect's scope of services do not include services related in any way to hazardous materials. In the event Architect or any other party encounters undisclosed hazardous materials, Architect shall have the obligation to notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Architect may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of services on that portion of the Project affected by hazardous materials until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the Project site is in full compliance with all applicable laws and regulations. Client acknowledges that Architect is performing professional services for Client and that Architect is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Project site in connection with Architect's services under this Agreement. If Architect's services hereunder cannot be performed because of the existence of hazardous materials, Architect shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, Client shall indemnify and hold harmless Architect, its officers, directors, partners, employees, and subconsultants



from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Architect and Client, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

Client and Architect have evaluated the risks and rewards associated with the Project, including Architect's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Architect (and its related corporations, subconsultants and employees) to Client is limited to Architect's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Architect's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages.

18. LITIGATION SUPPORT

In the event Architect is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Architect is not a party, Client shall reimburse Architect for reasonable costs in responding and compensate Architect at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. OPERATIONAL TECHNOLOGY SYSTEMS

Client agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Architect are dependent upon Client's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Client shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Client recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed



by Architect are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Architect does not guarantee that Client's OT Systems are or will be impenetrable and Client agrees to waive any claims against Architect resulting from any such incidents that relate to or affect Client's OT Systems.

20. FORCE MAJEURE

Architect shall not be responsible for delays caused by factors beyond Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Architect's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond Architect's reasonable control occur, the Client agrees that Architect shall not be responsible for damages, nor shall Architect be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to Architect's schedule and/or compensation if impacted by the force majeure event or condition.

IN THE MATTER OF ACCEPTING THE RESIGNATION FROM AN EMPLOYEE AS THE FAMILY AND CHILDREN FIRST COMMUNITY LIAISON POSITION OF THE JOB AND FAMILY SERVICES DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of June, 2022.

Commissioner Spacer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners received correspondence from Job and Family Services Department Director that an employee, Randy Allemeier, is resigning from his position as the Family and Children First Community Liaison position effective June 24, 2022. He also thanked the Job and Family Services Department for the opportunity.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby accept the resignation of the Job and Family Services Department employee as the Family and Children First Community Liaison Position effective June 24, 2022.

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

Adopted this
21st day of
June, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 David Bambauer yes
David Bambauer

 John N. Bergman yes
John N. Bergman

 Douglas A. Spener yes
Douglas A. Spener

cc: ✓ Job & Family Services
 ✓ Randy Allemeier
 Auditor

IN THE MATTER OF AUTHORIZING PAY INCREASE FOR GRANT ZEIGLER AS THE FULL-TIME TECH SUPPORT POSITION FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of June, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on November 30, 2021, in Resolution #21-500, the Board of County Commissioners authorized Mr. Zeigler as a Full-time Tech Support position for the Auglaize County; and,

WHEREAS, that Mr. Zeigler has successfully passed his 180-day probationary period and he is now eligible for a pay raise effective June 23, 2022. Grant Zeigler’s new hourly rate of pay will be \$20.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the pay increase for the Grant Zeigler as a Full-time Tech Support Position for the Auglaize County; and,

BE IT FURTHER RESOLVED that the Board does hereby make the pay increase effective June 23, 2022.

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

Adopted this
21st day of
June, 2022

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: Auditor
Grant Zeigler