

IN THE MATTER OF AUTHORIZING A PARTNERSHIP AGREEMENT BETWEEN AUGLAIZE COUNTY AND THE CITY OF ST. MARYS AND THE CITY OF WAPAKONETA IN REGARDS TO THE PROGRAM YEAR 2022 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) FUNDS FROM THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID PARTNERSHIP AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County (Applicant/Grantee) and the City of St. Marys and the City of Wapakoneta (Partners) have agreed to terms in regards to a Partnership Agreement for the planning, administration, implementation, fiscal obligation and grant close-out of the PY2022 CHIP funds from the Ohio Department of Development, Office of Community Development (ODOD/OCD) for the performance of owner rehabilitation and owner home repair activities throughout Auglaize County and within the city limits of St. Marys and city limits of Wapakoneta for the duration of the grant period.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Partnership Agreement and authorizes the President of the Board, David Bambauer, to execute the Partnership Agreement between Auglaize County as the Applicant/Grantee and the City of St. Marys and the City of Wapakoneta as the Partners in regard to PY2022 Community Housing Impact and Preservation funds to be in effect for the duration of the grant period.

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

Adopted this
24th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Poggemeyer Design Group
Ohio Department of Development
City of St. Marys
City of Wapakoneta

State of Ohio
PY2022 Community Housing Impact and Preservation (CHIP) Program
Partnership Agreement
Between Auglaize County, Ohio
and the Cities of Wapakoneta and St. Marys, Ohio;

WHEREAS, Auglaize County will be submitting a PY2022 CHIP Grant Application to the Ohio Department of Development (ODOD) due *June 22, 2022*; and

WHEREAS, ODSA has determined that the Cities of Wapakoneta and St. Marys are eligible CHIP program “partner” participants within Auglaize County for the PY2022 funding round enabling Auglaize County to apply for \$400,000; Wapakoneta for \$300,000; and St. Marys for \$300,000 for a total grant of \$1,000,000 for housing assistance to income eligible households; and

WHEREAS, without this partnership agreement, Auglaize County would have been eligible for only \$400,000 of CHIP Grant Funds; and

WHEREAS, the Auglaize County Housing Advisory Committee at its *April 11, 2022*, meeting was informed of the partnership arrangement between Auglaize County and the City of Wapakoneta for the PY2022 CHIP Grant Application; agreed the City of St. Marys should join the PY2022 CHIP as a “partner” as well; and

WHEREAS, the Cities of Wapakoneta and St. Marys reviewed and approved the PY2022 CHIP Partnership arrangement; and

WHEREAS, Auglaize County and the Cities of Wapakoneta and St. Marys agree to form a partnership for the purpose of applying for a PY2022 CHIP Grant Application; and

WHEREAS, Auglaize County has agreed to be the Grantee and fiscal agent for the entire PY2022 CHIP Grant and be responsible for the preparation of the PY2022 CHIP Application and for the administration of the grant in accordance with the CHIP rules and regulations as required by ODOD;

NOW, THEREFORE, Auglaize County and the Cities of Wapakoneta and St. Marys do hereby agree to the following terms of this PY2022 CHIP Partnership Agreement:

1. That Auglaize County will be responsible for the preparation of the PY2022 CHIP Grant Application due June 22, 2022, that will include the partnership arrangement between the County and the Cities of Wapakoneta and St. Marys as stipulated herein.
2. That Auglaize County will be the Grantee (recipient of the PY2022 CHIP Grant) and be responsible for the overall administration and implementation of said grant.

3. That this agreement will be in full force and effect for the duration of the PY2022 CHIP Grant Period which will be from December 1, 2022, until April 30, 2025.
4. That this agreement cannot be withdrawn or terminated by any parties while it remains in effect.
5. That through this partnership agreement, Auglaize County is eligible to apply for \$1,000,000 of CHIP Grant Funds that may include Federal Community Development Block Grant (CDBG) and HOME Investment Partnership Program Funds (HOME) and State of Ohio Housing Trust Fund (OHTF) monies to fund private owner rehabilitation loans, home repair grants, and (see attached planned budget - final numbers to be determined by ODOD based on available funding).
6. That for the PY2022 CHIP Grant, the Auglaize County CHIP Program Policies and Procedures Manual will be utilized for the administration of the grant.
7. As required by ODSA, that Auglaize County and the Cities of Wapakoneta and St. Marys will use respective CHIP Program Income as leverage/in conjunction with the PY2022 Auglaize County CHIP Grant Application and program, if funded.
8. That Auglaize County agrees to retain and track the use of CHIP Program Income deriving from said Grant and use it to fund CHIP eligible housing activities in both the Cities of Wapakoneta, St. Marys, and throughout the Auglaize County CHIP Service Area.
9. That Auglaize County, through the Auglaize County Planning Commission will provide copies of the ODOD CHIP status reports to the Cities of Wapakoneta and St. Marys and provide updates on program status throughout the grant period.
10. That Auglaize County will be the repository of all applicable PY2022 CHIP program records for monitoring purposes and agrees to retain all applicable records for the required time period from the date of grant completion, currently three years.
11. That Auglaize County and the Cities of Wapakoneta and St. Marys agree to take actions necessary to assure compliance with the certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

12. That Auglaize County and the Cities of Wapakoneta and St. Marys agree that CHIP funds are prohibited for activities that do not affirmatively further fair housing within their own jurisdiction or that impedes the Grantee's actions to comply with its fair housing certification. Noncompliance can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).
13. That Auglaize County and the Cities of Wapakoneta and St. Marys do designate Poggemeyer Design Group, Inc. a Kleinfelder Company, and its CHIP staff to be Representatives of the Local Public Agency (LPA) and that staff may be responsible for executing certain necessary CHIP contract documentation used for Private Rehabilitation, Home Repair, including, but not limited to, the HOME Written Agreement.

THE UNDERSIGNED REPRESENTATIVES OF THIS PY2022 CHIP PARTNERSHIP AGREEMENT HEREBY AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON RESPECTIVE DATES SET FORTH ON SIGNATORY PAGES.

SEE SIGNATORY PAGES.

**SIGNATORY: PY2022 CHIP PARTNERSHIP AGREEMENT
AUGLAIZE COUNTY BOARD OF COMMISSIONERS
AUGLAIZE COUNTY, OHIO**



**David Bambauer
President, Auglaize County
Board of Commissioners**



Witness

Date: 3/24/2022

Legal Form and Sufficiency

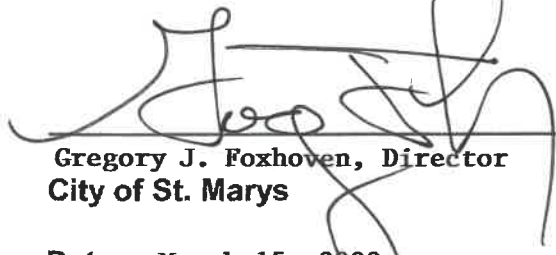
This PY2022 CHIP Partnership Agreement has been reviewed by the legal counsel of Auglaize County. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law. This Agreement provides full legal authority for Auglaize County, as the PY2022 CHIP Grantee, through the Auglaize County Board of Commissioners, its governing body.

Approved as to Form and Sufficiency:

Auglaize County Prosecutor

Date: _____

**SIGNATORY: PY2022 CHIP PARTNERSHIP AGREEMENT
CITY OF ST. MARYS, OHIO**



**Gregory J. Foxhoven, Director
City of St. Marys**

Date: March 15, 2022



Witness

Legal Form and Sufficiency

This PY2022 CHIP Partnership Agreement has been reviewed by the legal counsel of City of St. Marys. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law.

Approved as to Form and Sufficiency:



City Attorney

Date: March 15, 2022

IN THE MATTER OF SETTING THE DATE AND TIME AT WHICH TO RECEIVE STATEMENTS OF QUALIFICATIONS (SOQ) FROM FIRMS QUALIFIED TO PROVIDE PROFESSIONAL SERVICES FROM AN INDEPENDENT RADIO CONSULTANT FOR THE CURRENT PUBLIC SAFETY RADIO SYSTEM FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for the Board of County Commissioners, Auglaize County, Ohio to request Statements of Qualifications (SOQ) from independent radio consultants to assist in the review and evaluation of its current public safety radio system and recommend potential upgrades or replacement of the system's infrastructure. Subsequent work could also include assistance in the development of proposals for the purchase of necessary equipment for the upgrades or improvements.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Friday, April 22, 2022 at 4:00 p.m. as the date and time to receive, in its office, Statements of Qualifications (SOQ) from independent radio consultants to assist in the review and evaluation of its current public safety radio system and recommend potential upgrades or replacement of the system's infrastructure.

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

Adopted this
24th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

ABSENT,
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

March 24, 2022

TO: The Wapakoneta Daily News / The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice **to be published in The Wapakoneta Daily News and the Evening Leader**

Please publish, the accompanying Legal Notice in both of your newspapers in the **Legal Section on Tuesday, March 29, 2022 IN THE SMALLEST PRINT POSSIBLE.** (Please send us proof copies.)

Please send **Certificate of Publication to and invoice to:**
Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

**AUGLAIZE COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
LEGAL NOTICE**

**REQUEST FOR QUALIFICATIONS FOR
SERVICES OF INDEPENDENT RADIO CONSULTANT**

The Auglaize County Board of Commissioners, in accordance with Section 153.67 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from independent radio consultants to assist in the review and evaluation of its current public safety radio system and recommend potential upgrades or replacement of the system's infrastructure. Subsequent work could also include assistance in the development of proposals for the purchase of necessary equipment for the upgrades or improvements. Interested firms should submit a letter of interest and Statement of Qualifications related to the services specified in this RFQ.

The complete Request for Qualifications can be obtained by contacting the Auglaize County Board of Commissioners, 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 or by email at epreston@auglaizecounty.org. There is no charge for these documents.

Any questions regarding this Request for Qualifications should be directed to:

Erica Preston
Phone: 419-739-6710
Fax: 419-739-6711
Email: epreston@auglaizecounty.org

Sealed SOQ's must be delivered to the Auglaize County Board of Commissioners Office, 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio, 45895 by **4:00 p.m.** Eastern Standard Time on **April 22, 2022**. SOQ's received after this time will not be accepted.

This notice is posted on Auglaize County's internet site on the World Wide Web. To view this notice and other requests by the Auglaize County Board of Commissioners, enter the address of www2.auglaizecounty.org and click on "Legal Notices and Bid Specifications".

To be advertised: March 29, 2022

**First Amendment to Auglaize County Neil Armstrong Airport
Hangar Lease**

This First Amendment ("*Amendment*") is entered into this 25th day of March, 2022 ("*Effective Date*"), by and between Auglaize County Board of County Commissioners, Auglaize County Ohio ("*Lessor*") and Greg Dennings ("*Lessee*").

RECITALS

WHEREAS, Lessor and Lessee are parties to a certain T-Hangar Lease entered into on January 1, 2022 as evidenced in Resolution 21-561 for the exclusive right to the use of the northernmost aircraft storage area of Hangar D at the Auglaize County Neil Armstrong Airport, ("*the Agreement*"); and

WHEREAS, Lessee and the Auglaize County Airport Authority (the "*Authority*"), have recommended that this Amendment be executed to reflect current terms and adjustment to the monthly lease amounts.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lessor and Lessee agree to amend the Agreement by reflecting the "MONTHLY RENTAL RATE:" to \$325.

2. All other provisions of the original Agreement shall remain unchanged.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed to be in full force and effect as of the Effective Date.

**AUGLAIZE COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: David Bambauer
Dave Bambauer

By: Douglas A. Spencer
Douglas A. Spencer

By: _____
John N. Bergman

Greg Dennings

By: Greg Dennings

IN THE MATTER OF ESTABLISHING A SEPARATE FUND ON THE BOOKS OF THE COUNTY AUDITOR RELATING TO LAW ENFORCEMENT BODY WORN CAMERA GRANT PROGRAM FUND UNDER THE OFFICE OF CRIMINAL JUSTICE SERVICES, DEPARTMENT OF PUBLIC SAFETY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Deputy Chief, Michael Peterson and Sheriff Michael Vorhees informed the County Auditor that the Auglaize County Sheriff's Office will be receiving \$67,530.00 from the Body Worn Camera Grant Program through the Office of Criminal Justice Services, Ohio Department of Public Safety; and,

WHEREAS, and the special fund is created under the Ohio Rev. Code §5705.09(F), local governments do not need to seek AOS approval for establishing this new funds; and,

WHEREAS, ORC §5705.09(F) provides for creation of a special revenue fund.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio, State of Ohio does hereby create:

Section 1. That a new fund called the LEC Body Worn Camera Grant Fund, a special revenue fund, be established with the following fund number and the following revenue and expenditure accounts.

Fund Number: 044

Revenues:

044.0100.400100 Grant

Expenditures:

044.0044.530400 Equipment

044.0044.531000 Reimbursement

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

Adopted this
24th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: County Auditor
- County Administrator
- Sheriff

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

General Fund:

Amount:	From:	To:
\$44,950.00	001.1502.530600 (Municipal Court Project)	001.0402.530602 (LEC 5 yr. plan – contract services)

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

Adopted this
24th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ✓ County Auditor
✓ County Administrator

IN THE MATTER OF APPROVING THE MASTER EQUITY LEASE AGREEMENT AND AMENDMENT WITH ENTERPRISE FM TRUST FOR THE FLEET MANAGEMENT FOR THE SHERIFF'S OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Grand Lake Task Force presented the following master equity lease agreement and amendment for the Auglaize County Sheriff's Office (Lessee) from Enterprise FM Trust (Lessor) for the lease of vehicles (Vehicles); and,

WHEREAS, Auglaize County has agreed to lease certain vehicles set forth in the agreement and amendment; and,

WHEREAS, the term of the agreement for each vehicle begins on the date such vehicle is delivered to Auglaize County; and,

WHEREAS, the monthly payment will include the total initial charges which are due with the first monthly rental payment under such Schedule.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the master equity lease agreement and amendment with Enterprise FM Trust for the above mentioned leased vehicles for the Auglaize County Sheriff's Office; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize and appoint the County Administrator for Auglaize County to be authorized to execute said agreement and amendment and any documents necessary to accomplish such agreement including but not limited to the associated credit application.

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

Adopted this
24th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 David Bambauer , yes
David Bambauer

 ABSENT ,
John N. Bergman

 Douglas A. Spencer , Yes
Douglas A. Spencer

cc: GLTF
Sheriff
Enterprise FM Trust

IN THE MATTER OF AUTHORIZING AN AGREEMENT FOR SERVICES WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, FOR THE INDEPENDENT FEE ESTIMATES (IFE)S FOR THE AIRPORT MASTER PLAN AT NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 24th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has received an agreement for services with Forth Infrastructure & Environment, LLC, to utilize the provided scope of services document and MS Excel spreadsheet to perform Independent Fee Estimates (IFE)S for the Airport Master Plan for the Neil Armstrong Airport.

WHEREAS, said services to be a lump sum payment of \$3,500.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute to execute said agreement with Roth Infrastructure & Environment, LLC, to provide the (IFE)S for said Airport Master Plan for the Neil Armstrong Airport.

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

Adopted this
24th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yea
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, yea
Douglas A. Spencer

- cc: Airport Manager
- Airport Authority
- Foth Infrastructure & Environment, LLC



AGREEMENT FOR SERVICES

Project Title (the "Project"): Airport Master Plan

FOTH Project Number:

CLIENT Project Number: (if applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 10th day of March, 2022, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and Auglaize County, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Auglaize County

Address: 209 S. Blackhoof Street, Rm 201

Phone No: (419) 739-6710

Email Address: epreston@auglaizecounty.org

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Foth will utilize the provided scope of services document and MS Excel spreadsheet to perform Independent Fee Estimates (IFE) for the above referenced project.

Schedule: Services shall be performed according to the following schedule:

Foth will complete the work within twenty-one (21) calendar days of the execution of this agreement.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

[X] Lump-Sum in the amount of \$3,500.00

[] Unit Cost/Time Charges (Standard Rates)

[] Other as stated here:

Special Conditions (if any):

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

CONSULTANT

Signed:

David Bambauer

Signed:

Phil Clark

Name (printed):

David Bambauer

Name (printed):

Phil Clark

Title:

President

Title:

Lead Civil Engineer

Date:

March 24, 2022

Date:

3/25/22

Signed:

Josh Man

Name (printed):

Josh Man

Title:

Lead Civil Engineer

Date:

3/25/22

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of

Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or

patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable

cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

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 24th day of March, 2022.

Commissioner Spencer 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>
459332	1500.00	CITY OF ST. MARYS
459344	797.67	KOHL'S
459344	848.27	KOHL'S
459368	1550.00	RECOVERY SERVICES OF NORTHWEST OHIO, INC.
459389	952.24	MATTHEW BENDER
459401	152.22	FOUR-U
459404	381.09	FOUR-U
459422	200.00	JENNA GROVER

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

Adopted this
24th day
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor