

**IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR NOVEMBER.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of November, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for November.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant**  
**Amount: \$ 5,376.42**  
**To: 006-0400-400101 – Public Assistance**

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

Adopted this 2nd day  
of November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: County Auditor  
Jobs & Family Services

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of November, 2021.

Commissioner           Bambauer           moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a 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 contract would be effective January 1, 2022 and terminates December 31, 2022 with the fees of \$1,450.00 per autopsy (which includes routine toxicology). Auglaize County would also be responsible for travel reimbursement at the current IRS standard mileage business rate, and be responsible for transporting the body to and from the Lucas County facility. Universal precautions are to be used in transport. Should a body not be in a body bag when received at LCCO, the Auglaize County Coroner’s office will be charged \$25.00 for a regular body bag and \$65.00 for an extra-large body bag; and,

**WHEREAS**, Coroner Stienecker approved the terms of the contract and requested 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 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           Bergman           seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

          Douglas A. Spencer          ,           Ye            
Douglas A. Spencer

          David Bambauer          ,           Yes            
David Bambauer

          John N. Bergman          ,           yes            
John N. Bergman

cc: County Coroner – Dr. Jason Stienecker, D.O.  
✓ Lucas County Coroner – Dr. Diane M. Scala-Barnett, M.D.

## AGREEMENT

In the matter of autopsies performed		Auglaize County Commissioner's
for Auglaize County at Lucas County		Office in Wapakoneta, Ohio
facilities		

THIS AGREEMENT entered into the 1st day of January 2022 by and between the BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE, OHIO, hereinafter referred to as "Auglaize County" and the BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO, hereinafter referred to as "Lucas County".

WITNESSETH:

WHEREAS, the Auglaize County Coroner has requested that the Lucas County Coroner perform certain necessary autopsies: and

WHEREAS, the Lucas County Coroner has advised that he is willing to perform such services as requested by the Auglaize County Coroner, for the costs incurred during the performance of said work:

NOW, THEREFORE, it is agreed that:

"Lucas County" will:

- A. Perform complete autopsies and/or limited autopsies as requested by "Auglaize County" all in accordance with the applicable law governing such work.
- B. Complete autopsies will include full body examination, microscopies, and toxicology for drugs of abuse and ETOH.
- C. Provide testimony in cases as required by a court of law.

"Auglaize County" will:

- 1. Provide compensation to "Lucas County" in the amount of \$1,450.00 for each complete autopsy performed, including routine toxicology. Non-routine tests and procedures will be billed separately and according to costs incurred.
- 2. Reimburse "Lucas County" for any travel necessary to provide testimony as required by law, at the current IRS standard mileage business rate.
- 3. Be responsible for transporting the body to and from the Lucas County facility. Universal precautions are to be used in transport. Should a body not be in a body bag when received at LCCO, the Auglaize County Coroner's office will be charged \$25.00 for a regular body bag and \$65.00 for an extra-large body bag.

It is further agreed by all parties herein concerned that this Agreement shall remain in full force and effect for a period of twelve (12) months effective January 1, 2022 and terminating December 31, 2022. It being understood, however, that either party may terminate this Agreement by giving thirty (30) days written notice of their intent to terminate such Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement and copies thereof, as of the day, month, and year first above written.

WITNESSED BY:

      Caleb Luffer        
Witness

      [Signature]        
Auglaize County Commissioner

      [Signature]        
Auglaize County Commissioner

      [Signature]        
Auglaize County Commissioner

      [Signature]        
Jason Stienecker, D.O.  
Auglaize County Coroner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tina Skeldon Wozniak  
Lucas County Commissioner

\_\_\_\_\_  
Pete Gerken  
Lucas County Commissioner

\_\_\_\_\_  
Gary Byers  
Lucas County Commissioner

\_\_\_\_\_  
Diane Scala-Barnett, MD  
Lucas County Coroner

APPROVED AS TO FORM:

\_\_\_\_\_  
Auglaize County Prosecutor      Date

\_\_\_\_\_  
Lucas County Prosecutor      Date

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. (A KLEINFELDER COMPANY) FOR THE ADMINISTRATIVE SERVICES FOR THE PY 2021 CDBG ALLOCATION PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of November, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of administrative services for the PY 2021 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 \$36,000.00 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 \$12,000.00
Fair Housing -	Not to exceed \$ 6,000.00;

and,

**WHEREAS**, Poggemeyer Design Group Inc. 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 Poggemeyer Design Group, Inc. for assistance in the application for PY 2021 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, Douglas A. Spencer, to execute said contract.

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

Adopted this  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

David Bambauer Yes  
David Bambauer

John N. Bergman yes  
John N. Bergman

cc: Poggemeyer Design Group, Inc.  
CDBG Allocation file

**CLIENT PROFESSIONAL SERVICES AGREEMENT  
AUGLAIZE COUNTY PY2021 CDBG COMMUNITY DEVELOPMENT PROGRAM  
ALLOCATION PROGRAM ADMINISTRATIVE / FAIR HOUSING SERVICES CONTRACT  
PDG PROPOSAL NO. 03510000.097A**

This Agreement is made on: \_\_\_\_\_, 2021

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

**And** Poggemeyer Design Group, Inc. (a Kleinfelder Company) with offices at 1168 North Main Street, Bowling Green, Ohio 43402 (PDG)

**Recitals**

- A. Client wishes to appoint PDG 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. PDG 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**

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- 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, PDG's Proposal, dated October 20, 2021 which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A); and
  - (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**

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- 2.1 PDG shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as PDG 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**

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- 3.1 PDG will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 PDG 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 PDG 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 PDG of this Agreement, Client will direct PDG in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 PDG will only sign certifications relating to the Services if PDG agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

### **4. PDG'S RESPONSIBILITIES**

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- 4.1 PDG 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 PDG 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**

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- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by PDG beforehand. All Services shall be fully completed no later than October 31, 2023, 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 PDG 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 PDG in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

## 6. COMPENSATION

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- 6.1 PDG will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
  - Client will pay a **lump sum** of \$36,000.00 (Thirty-Six Thousand and 00/100 Dollars). PDG will invoice monthly on a percentage completed basis.
  - Client will pay on a **time and material basis not to exceed** the sum of \$\_\_\_\_\_. PDG 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, PDG will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to PDG 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 PDG's Services are adjusted once annually 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 PDG and consistent with PDG's overall compensation practices and procedures. PDG reserves the right to periodically adjust its fee schedule.
- 6.4 PDG 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 PDG may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 PDG 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

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- 7.1 PDG will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. All limits will be 1M minimum limits.
- 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 PDG under clause 12.1.

## 8. CHANGES TO SCOPE OF SERVICES

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- 8.1 Client or PDG 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 of Services;
  - (b) an adjustment in the schedule for performance; and
  - (c) the amount of adjustment in PDG's compensation.
- 8.2 PDG will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. PDG 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 PDG cannot agree upon an equitable adjustment in the schedule and compensation, and PDG does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

## 9. FORCE MAJEURE

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- 9.1 PDG 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 PDG reports the delay to Client within a reasonable time of discovery.

## 10. INSTRUMENTS OF SERVICE

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- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to PDG 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 PDG 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 PDG pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
- (b) PDG 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 PDG will be at the user's sole risk and without PDG liability, and Client agrees (i) to remove PDG's and PDG's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless PDG and PDG'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 PDG pursuant to this Agreement will be subject to approval at PDG's sole discretion and to additional fees, terms and conditions.

## 11. CLIENT'S RESPONSIBILITIES

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- 11.1 Client agrees to provide and discuss with PDG 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 PDG.
- 11.3 Client acknowledges and agrees that PDG 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

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- 12.1 Subject to the limitation of liability provisions of this Agreement, PDG indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of PDG and its employees, agents, representatives, subcontractors, and any other party for whom PDG is legally responsible (**PDG Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the PDG 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 PDG 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 PDG. 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 PDG insurance policy.

- 12.2 CLIENT/GOVERNMENT ENTITY agrees to hold CONSULTANT harmless from and against liabilities, losses or damages caused by the negligence or fault of CLIENT/GOVERNMENT and its employees, agents, representatives, subcontractors, and all other parties for whom CLIENT/GOVERNMENT ENTITY 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.
- 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**

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- 13.1 The maximum aggregate liability of PDG 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 PDG for the Services or \$50,000, and Client hereby releases PDG 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 PDG 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 PDG.
- 13.3 As used in this clause 13, "PDG" includes PDG, 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**

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- 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 PDG or Client or for which either may be liable to a third party.

### **15. NO CONTROL OF MEANS AND METHODS OF OTHERS**

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- 15.1 Client agrees:
- (a) PDG 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) PDG'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) PDG will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

## 16. SITE ACCESS

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### 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 PDG'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

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- 17.1 PDG 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

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- 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 PDG 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

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- 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 PDG 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. PDG 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 PDG have caused this Agreement to be executed on the date first written above.

**CLIENT: AUGLAIZE COUNTY BOARD OF COMMISSIONERS**

By: 

Printed Name: Douglas A. Spencer

Title: President

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER: POGGEMEYER DESIGN GROUP, INC.  
(A Kleinfelder Company)**

By: 

Printed Name: Lauren O. Falcone

Title: Department Manager

By: 

Printed Name: Michael Atherine, P.E.

Title: Area Manager

- ATTACHMENTS:** Exhibit A, PDG Proposal of Services  
Exhibit B, Fee Schedule  
Exhibit C, PDG Hourly Rate Schedule  
Exhibit D, Certificate of Owner's Attorney and Availability of Funds

## EXHIBITS

**EXHIBIT A  
PROPOSAL OF SERVICES**

Basic services provided under this contract per scope delineated in RFQ/RFP will consist of:

- Allocation Grant Application/CDIS Planning - not to exceed **\$10,000**
- Environmental Review Record. Allocation Grant Projects - not to exceed **\$8,000.**
- Fair Housing Program - not to exceed **\$6,000**
- Technical Assistance/Administration - not to exceed **\$12,000.**



**EXHIBIT B  
FEE SCHEDULE**

- I. Fee: A lump sum fee in the amount of \$36,000.00 based on the following estimated distribution of compensation:

1	Allocation Grant Application/CDIS Planning - not to exceed	\$10,000
2	Environmental Review Record. Allocation Grant Projects - not to exceed	\$8,000
3	Fair Housing Program - not to exceed	\$6,000
4	Technical Assistance/Administration - not to exceed	\$12,000
	<b>TOTAL</b>	<b>\$36,000</b>

- These hourly rates shall be adjusted annually each year through the course of the contract.

**EXHIBIT C**  
**2020-2021 HOURLY RATES – PROFESSIONAL SERVICES**

Area Director .....	\$167.50
Area Manager.....	\$157.50
Dept. Director .....	\$149.50
Dept. Manager.....	\$145.50
Project Manager Leader .....	\$145.50
Sr. Project Manager.....	\$139.50
Project Manager .....	\$137.50
Project Engineer/Architect .....	\$127.50
Design Engineer/Architect .....	\$117.50
Architect/Engineer .....	\$97.50
Sr. Designer .....	\$127.50
Design Technician .....	\$117.50
Sr. CAD Technician .....	\$97.50
CAD Technician.....	\$75.00
Project Developer .....	\$117.50
Project Administrator .....	\$127.50
Project Coordinator.....	\$137.50
Environmental Planning Administrator .....	\$107.50
Project Integrator .....	\$125.00
Project Administration Assistant .....	\$102.50
Housing Administrator .....	\$115.00
Housing Specialist.....	\$107.50
Housing Specialist Assistant.....	\$79.50
Housing Inspector.....	\$79.50
Community Development Specialist .....	\$77.00
IT Manager .....	\$117.50
Administrative Support.....	\$59.50
Administrative Assistant.....	\$67.50
Graphic Design.....	\$107.50
GIS Technician .....	\$105.00
Professional Surveyor.....	\$145.50
Crew Leader .....	\$127.50
Survey-Robotics .....	\$144.50
Instrument Person .....	\$117.50
Survey Assistant.....	\$55.00
Resident Observer.....	\$87.50
Sr. Project Observer .....	\$79.50
Project Observer.....	\$69.50
General Assistant .....	\$49.50
Sr. Intern.....	\$54.50
College Intern .....	\$47.50

Mileage @ \$0.56 per mile

**NOTE:**

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually each year through the course of the contract.
- Includes CADD equipment.

**EXHIBIT D  
CERTIFICATE OF OWNER'S ATTORNEY AND AVAILABILITY OF FUNDS**

1. **CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_ the undersigned, duly authorized and acting legal representative of Auglaize County, Ohio, 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 fully 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: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, Janet Schuler, County Auditor of Auglaize County, Ohio 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 Auglaize County or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 10/28/2021

Seal:

Signed: Janet Schuler

Title: Auglaize County Auditor

**IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 2 WITH PRO FIT HVAC LLC FOR THE AUGLAIZE COUNTY FAIRGROUNDS SIGN PROJECT AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER NO. 2.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of November, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the bid award for this project was granted to Pro Fit HVAC LLC at the cost of \$106,400.00 in Resolution #21-020 on January 12, 2021 and Change Order No. 1 extended the completion date to September 30, 2021; and,

**WHEREAS**, it was determined by the Auglaize County and the Fairgrounds Manager along with Pro Fit HVAC LLC that the following Change Order No. 2 needs to be made to the contract documents to increase the contract for 60 more calendar days to November 30, 2021; and,

**WHEREAS**, the Change Order #2 will be part of this resolution; and,

**WHEREAS**, Fairgrounds Manager has reviewed the suggestion; finding all to be in order and allowable; and,

**WHEREAS**, Pro Fit HVAC, Inc. is able to accommodate this Change Order No. 2; and,

**WHEREAS**, Change Order No. 2 for the Auglaize County Fairgrounds Sign Project has been presented to the Board of County Commissioners for approval and authorization of the following project.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 2 for the addition to the contract of 60 calendar days for the completion of the said project.

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

Adopted this  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc:  Pro Fit HVAC, LLC  
 Fairgrounds Manger

**CHANGE ORDER**

No. 2 Project: Auglaize County Fairgrounds Sign Project

Date: January 12, 2021 Contract No. Resolution #21-020

I. The following changes are hereby made to the contract documents (attach documentation):  
Due to the delay in the delivering of the signs and the approval of the permits. The contract will be extended for an additional two months to November 30, 2021.

II. The following change is made to the contract price:

\$	<u>106,400.00</u>	original contract price
	<u>0.00</u>	previous change/extras
	<u>0.00</u>	this change/extra
\$	<u>106,400.00</u>	subtotal
	<u>0.00</u>	deductions
\$	<u>106,400.00</u>	net total (no change to the original contract price)

III. The following change is made to the contract time:

The contract time will be **(increased)** (decreased) by 60 calendar days, making the date for completion of all work November 30, 2021.

IV. X There will be no claims for damages resulting from this change.  
       Claims for damages resulting from this change are anticipated for such categories as                      and should not exceed \$                     .

Change requested by Emily S. Klosterman Date: 10-8-21  
Emily S. Klosterman, Pro Fit HVAC LLC, PROFIT HVAC, LLC

Change recommended by Ed Doenges Date: 10/28/21  
Ed Doenges, Fairgrounds Manager

Change accepted by Douglas A. Spencer Date: 11/2/21  
Douglas A. Spencer, Auglaize County Board of Commissioners

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR THE SEIBERT DITCH PROJECT;  
AWARDING THE CONTRACT TO LIEBRECHT EXCAVATING.**

\*\*\*\*\*

The Board of Auglaize County Commissioners met in regular session on the 2nd day of November, 2021.

Commissioner     Bambauer     moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on September 2, 2021, Resolution #21-377 the Board of County Commissioners set October 28, 2021 at 10:00 a.m. as the date to receive the bids for the Seibert Project; and,

**WHEREAS**, the following bids for labor and materials were received:

From: Braun Excavating, LLC	\$90,558.50;
Liebrecht Excavating	\$87,871.50;
Cy Schwieterman, Inc.	\$90,583.00;
Engineer's Estimate -	\$92,157.10; and,

**WHEREAS**, the bids were given to the County Engineer personnel for review and comparison and upon review of the bids, as received, the Drainage Technician TJ Place recommended the award be presented to Liebrecht Excavating for the Seibert Ditch project as its bid is the best and lowest bid.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby award the bid for the construction of Seibert Ditch Project to Liebrecht Excavating in the amount of \$87,871.50; and,

**BE IT FURTHER RESOLVED** that the County Engineer is hereby directed to prepare the contract and bond and, having secured the signatures of said bidder and its surety, present the same to the Board of County Commissioners for approval and execution; and,

**BE IT STILL FURTHER RESOLVED** that the completion date shall be completed by September 30, 2022 for the Seibert Ditch Project.

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

Adopted this  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

    Douglas A. Spencer    , Yes  
Douglas A. Spencer

    David Bambauer    , yes  
David Bambauer

    John N. Bergman    , yes  
John N. Bergman

cc: ✓ County Engineer  
    ✓ Bidders

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE  
AGGREGATOR REGISTRATION APPLICATION FOR THE STATE OF OHIO.**  
\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of November, 2021.

Commissioner   Bambauer   moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Palmer Energy has submitted an aggregator registration application for the State of Ohio for AEP Ohio so that Auglaize County along with Moulton Township can reapply to the CRES Provider under contract with the Governmental Aggregator; and,

**WHEREAS**, Palmer Energy has requested the President of the Board to execute said application with Ohio Power Company dba AEP Ohio.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the application and authorizes the President of the Board to execute so stated application.

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

Adopted this  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

  Douglas A. Spencer  ,   yes    
Douglas A. Spencer

  David Bambauer  ,   yes    
David Bambauer

  John N. Bergman  ,   yes    
John N. Bergman

cc: Palmer Energy

**IN THE MATTER OF AUTHORIZING THE RECORDING FEE FOR THE RECORDER'S SET-ASIDE FUND INCREASED TO \$6.00 FOR THE YEAR OF 2022.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of November, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Emily K. Schlenker, the Auglaize County Recorder submitted correspondence asking (1) that the current and previously established four dollars (\$4.00) fee for recording of each document be continued and (2) that an additional two dollars (\$2.00) fee for recording of each document be approved in addition to the already established fee; and,

**WHEREAS**, the Ohio Revised Code provides that the Board of County Commissioners shall approve such request if such request does not, in part, exceed a total of eight dollars (\$8.00) per document; and,

**WHEREAS**, the Ohio Revised Code provides that such additional fee can only be authorized for the following fiscal year.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the request of Auglaize County Recorder Emily K. Schlenker and does authorize the fee of \$6.00 per document to be in effect for placement in the Recorder's Set-Aside Fund for the period of January 1, 2022 through December 31, 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  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: County Recorder  
County Auditor



County Commissioners Office  
Auglaize County, Ohio  
November 2, 2021

NO. #21-463

**IN THE MATTER OF AUTHORIZING MAINTENANCE EMPLOYEES TO BE PAID OVERTIME.**  
\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of November, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, David Sunderland and Tyler Stevely are employed at the Auglaize County Maintenance Department; and,

**WHEREAS**, Solid Waste District Coordinator, Scott Cisco, has requested to pay the above named individuals overtime at the Recycling Center for the above named employees starting October 25, 2021 and going through the end of January 31, 2022 or such earlier time as the Solid Waste District Coordinator determines overtime isn't necessary for the operational needs of the department; and,

**WHEREAS**, the Board of County Commissioners wishes the above named individuals to be paid for the overtime hours per the employee's request at the Recycling Center.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize David Sunderland and Tyler Stevely Auglaize County Recycling Center employees, to be paid as overtime hours for all eligible hours worked from October 25, 2021 through January 31, 2022 or such earlier time as the Solid Waste District Coordinator determines overtime isn't necessary for the operational needs of the department.

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

Adopted this  
2nd day of  
November, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

- cc: ✓ Clerk of the Board
- ✓ Solid Waste District Coordinator
- ✓ Auditor