

IN THE MATTER OF SELECTING PREMIER HEALTH CARE SERVICES, LLC (A.K.A. TEAM HEALTH) AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN PREMIER HEALTH CARE SERVICES, LLC AND AUGLAIZE COUNTY JAIL FOR HEALTHCARE SERVICES TO INMATES HOUSED IN THE COUNTY LAW ENFORCEMENT CENTER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County issued a legal notice for a Request for Qualifications entitled “Inmate Healthcare Services at the Auglaize County Jail” in Resolution #22-203 on April 26, 2022; and,

WHEREAS, the deadline was May 17, 2022 at 10:00 for proposals to be submitted for the “Inmate Healthcare Services at the Auglaize County Jail”. Two proposals were received from: Premier Health Care Services (a.k.a. Team Health) and Advanced Correctional Healthcare, Inc.; and,

WHEREAS, the proposals was reviewed and evaluated by the President of the Board, County Administrator, Sheriff and Captain Wright and the committee recommended two interviews with the above mentioned companies; and,

WHEREAS, the Committee did interview said companies on July 6, 2022; and,

WHEREAS, Sheriff Michael Vorhees has a presented to the Board of County Commissioners an Agreement with Premier Health Care Services, LLC (“PHCS”) and Auglaize County (“County”) which operates the Auglaize County Law Enforcement Center (the “LEC”). The following agreement for healthcare services delivered at 1051 Dearbaugh Avenue, Wapakoneta, Ohio 45895; and,

WHEREAS, the agreement shall become effective on October 15, 2022 and shall continue for three (3) years until September 30, 2025; and,

WHEREAS, the above agreement is acceptable to the Sheriff Vorhees.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the agreement with Premier Health Care Services LLC to render medical care to the inmates at the County Law Enforcement Center for the period so stated; and,

BE IT FURTHER RESOLVED that said Board does hereby authorizes the President of the Board to execute said agreement.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Sheriff Michael Vorhees
Premier Health Care Services, LLC

AGREEMENT
between
PREMIER HEALTH CARE SERVICES, LLC
265 Brookview Centre Way,
Suite 400
Knoxville, TN 37919

and
AUGLAIZE COUNTY JAIL
1051 Dearbaugh Avenue
Wapakoneta, Ohio 45895

This Agreement is entered into between Premier Health Care Services, LLC, an Ohio limited liability company (hereinafter known as "PHCS") and Auglaize County located in the State of Ohio (hereinafter known as "COUNTY").

RECITALS

- A. COUNTY operates the Auglaize County Law Enforcement Center (the "LEC"), which requires healthcare services delivered at 1051 Dearbaugh Avenue, Wapakoneta, Ohio 45895.
- B. PHCS is an Ohio limited liability company, which is licensed to do business in the State of Ohio, and which is constituted to, among other things, provide correctional health care services through physicians, physician extenders, nurses and paraprofessionals qualified to practice medicine in the State of Ohio.
- C. COUNTY intends to contract with PHCS to provide the professional and medico-administrative components involved in the provision of health care services to its correctional facility. It is the responsibility of COUNTY to ensure that services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Accordingly, COUNTY shall only exercise that degree of control over PHCS as is mutually understood and agreed upon and specifically included in this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements, both parties agree as follows:

ARTICLE 1. SERVICES AND STAFFING

- 1.1 Clinical Services and Staffing.** In order to provide quality health care services, COUNTY hereby engages PHCS to provide the following:
 - 1.1.1 Weekly Physician/Advanced Practice Clinician ("APC") visit, Physician/APC oversight and on-call services of a Physician/APC twenty-four (24) hours per day, seven (7) days per week.
 - 1.1.2 Nursing services provided by RN, LPN, or Paramedic of seventy-two (72) hours per week, with the exclusion of eight (8) holidays, and on-call services twenty-four (24) hours per day, seven (7) days per week. In the event that PHCS cannot cover all nursing or physician hours contemplated by this Agreement, COUNTY's bill shall be prorated to only reflect the amount of hours that are covered.

1.2 Administrative Services. In order to fulfill its commitment to quality, comprehensive services, PHCS shall provide the following medico-administrative services:

1.2.1 Develop Health Care Policies and Procedures in accordance with the Minimum Standards for jails in Ohio;

1.2.2 Serve as liaison, when applicable, between correctional facility and local hospital(s), specialty clinics, health departments, EMS system, accreditation agencies, State jail inspector, Ohio State Board of Pharmacy, mental health agencies, and private community health care providers;

1.2.3 Provide continuous quality improvement monitoring of all health care operations;

1.2.4 Ensure proper health record development and maintenance;

1.2.5 Facilitate administrative meetings between the Jail and health care providers;

1.2.6 Assist with the coordination of inmate mental health services; and

1.2.7 Provide health related training programs (e.g. medication administration, suicide prevention, preliminary health screening, and blood borne pathogens) for the correctional staff at a frequency and at times that are mutually agreeable to PHCS and the jail administrator.

1.3 Value-Added Services. PHCS will work to enhance existing services or add services as requested in the future, as agreed by both parties, such as an inmate co-pay program, commissary over-the-counter medication program, and a biohazardous medical waste removal program.

1.4 Exclusive Provider. PHCS will be the exclusive provider of on-site health care services within the LEC during the term of this Agreement. COUNTY agrees for itself, its subsidiaries, affiliates, and successors that during the term of this Agreement that it will neither establish any interest in or any affiliation with a similar or like facility or provider which would be in direct or indirect competition with services provided by PHCS under the terms of this Agreement. In the event that PHCS cannot maintain staffing levels under the terms of this Agreement, COUNTY has the right to engage additional providers without violating the terms of this provision. COUNTY shall notify PHCS prior to engaging additional providers to give PHCS the first opportunity to staff the LEC.

1.5 Regulatory Compliance. It is mutually understood and agreed that all applicable and known provisions of law and other rules and regulations of any and all governmental authorities having jurisdiction over the operation of the LEC shall be fully complied with by all parties hereto.

1.6 Non-Discrimination in Treatment, Evaluation, and Disposition. PHCS shall perform all

health care services required in the treatment, evaluation, and disposition of any inmate in the LEC without regard to race, religion, handicap, age, or his/her ability to pay.

1.7 Provider Staff Changes. In the event that service to the required professional and ethical standards is not being provided by any of the provider employees of PHCS, COUNTY may request the reassignment of such provider. Such requests shall be in writing to the PHCS Director of Correctional Health Care. Causes for immediate reassignment shall include, but are not limited to:

- 1.7.1 Loss of license to practice medicine;
- 1.7.2 Criminal misconduct;
- 1.7.3 Material violation of the terms of this Agreement subject to reasonable disputes raised in good faith;
- 1.7.4 Repeated conduct inconsistent with accepted professional behavior; or
- 1.7.5 Major violations of COUNTY rules, regulations, policies or procedures.

ARTICLE 2. EMPLOYMENT STATUS

2.1 Professional Employees.

2.1.1 Definition of "Employee." For the purposes of this Agreement, the term "Employee" shall be interpreted to mean all providers practicing within the LEC under an arrangement with PHCS, regardless of whether this arrangement is as a member of the corporation, as an employee of via a contract or subcontract or otherwise, with PHCS.

2.1.2 Qualifications. For providing health care services under the terms of this Agreement, PHCS shall only employ or contract with providers who are qualified and licensed to practice medicine in the State of Ohio.

2.2 Independent Contractors. No individual provision herein, nor the provisions of the Agreement as a whole, is to be interpreted in such a manner as to create an employer-employee relationship between COUNTY and PHCS or between COUNTY and the subcontractors of PHCS. Consequently, neither PHCS nor any of its employees shall be eligible to participate in any benefit program provided by COUNTY. In the performance of the work duties and obligations specified in this Agreement, it is mutually understood and agreed that PHCS and its subcontractors are at all times acting and performing as independent contractors. It is further understood that subcontractors of PHCS are practicing their profession of medicine as subcontractors of PHCS and not of COUNTY.

2.3 Employees' Continuing Medical Education. Professional seminars and development for the full-time employees of PHCS shall be the responsibilities of PHCS. The costs of attendance at such meetings shall be an expense of PHCS. Employees of PHCS shall attend continuing

medical education programs as are necessary to ensure that they remain current in regard to the latest technology and the latest procedures to assist them in their treatment of patients in the LEC.

2.4 **Employment Tax Liability.** PHCS shall, for the health care staff it provides, be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc., and for the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

ARTICLE 3. FACILITIES AND EQUIPMENT

3.1 **Facilities.** COUNTY shall make available to PHCS appropriate facilities for the clinical and medico-administrative services described herein.

3.2 **Equipment.** COUNTY shall make available adequate office space for the appropriate provision of medical services. Such space will include secure rooms for the purposes of medical examinations and treatments, health care record storage, as well as medical supply storage. The COUNTY shall also provide a phone line for use by health care staff, basic office furniture (i.e. desk, chair, locking file cabinet).

3.3 **Other Responsibilities.** COUNTY shall also be responsible for providing and all costs associated with pharmaceutical and medical supplies necessary for PHCS's operations under this Agreement, as well as health record supplies, mental health services, dental services, diagnostic services (lab and radiology), and off-site care for all Auglaize County detainees.

ARTICLE 4. LIABILITY INSURANCE AND PROFESSIONAL PRACTICE RESPONSIBILITY

4.1 **Liability Insurance.** PHCS shall keep and maintain professional liability insurance coverage for itself and each of PHCS's Employees with an insurance company reasonably acceptable to COUNTY. PHCS's current coverage is through Pinnacle Medical Protective, SPC, a Cayman Islands based captive insurance company partly owned by PHCS. Provided that such coverage is funded by PHCS pursuant to a reasonable actuarial determination at a confidence level of at least the 75th percentile, as required by the Cayman Islands Monetary Authority, such insurance shall be acceptable to PHCS. On an annual basis, PHCS shall submit in writing to COUNTY evidence of the then current funding and confidence level of their insurance program. As a minimum, such insurance shall provide coverage in the amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate. If such insurance is maintained on a claims-made basis, such insurance shall continue throughout the term of this Agreement; and upon the termination of this Agreement, or the expiration or cancellation of the insurance, PHCS shall purchase, or arrange for the purchase of, either (i) an extended reporting endorsement ("Tail Coverage"); (ii) "Prior Acts" coverage from a new insurer with a retroactive date on or prior to the date PHCS (or PHCS's Employee, as the case may be) began performing services for COUNTY or (iii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. All such insurance shall

be kept and maintained without cost or expense to COUNTY. PHCS shall provide COUNTY with a certificate or certificates of insurance certifying the existence of all coverage required hereunder.

4.2 Professional Practice Responsibility.

4.2.1 **PHCS.** PHCS shall accept and be responsible for its own acts or omissions in the operations and professional practice of medicine as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions of COUNTY.

4.2.2 **JAIL.** COUNTY shall accept and be responsible for its own acts or omissions in the operations of the Auglaize County Law Enforcement Center and provision of any related ancillary services as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions of PHCS.

ARTICLE 5. COMPENSATION FOR SERVICES

5.1 **Compensation.** COUNTY shall pay PHCS for its services in accordance with the amounts and payment schedule provided in Exhibit A.

ARTICLE 6. TERM AND TERMINATION

6.1 **Term.** This Agreement shall become effective on October 15, 2022 and shall continue for three (3) years until September 30, 2025 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the then current term. Otherwise, this Agreement shall only terminate in accordance with Section 6.2 hereof.

6.2 **Termination.** This Agreement may be terminated with cause for failure of either party to abide by its terms. In such case, a thirty (30) day advance written notice of termination will be provided by the non-breaching party to the other at which time the breaching party may elect to terminate the Agreement or cure its default. If the default is not cured within thirty (30) days after written notice has been delivered to the breaching party, this Agreement shall cease immediately upon written notice of the non-breaching party to the breaching party. Notwithstanding any other provision of this Agreement, the responsibility of all provider employees to treat patients in accordance with this Agreement shall terminate simultaneously with the termination of the Agreement. Additionally, this Agreement may be terminated by either party, without cause, by providing ninety (90) day written notification.

ARTICLE 7. GENERAL PROVISIONS

7.1 **No Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

7.2 Assignability. This Agreement and any rights under it are not assignable by either party without the written agreement of the other party, except that PHCS may fulfill its obligations under this Agreement through a wholly-owned subsidiary of PHCS and COUNTY may assign the Agreement to a successor provided that COUNTY would remain liable to PHCS under the terms of this Agreement. Any other assignment, by either party, made without the express written consent of the other party shall be void and shall give the non-assigning party the right to terminate this Agreement upon thirty (30) days written notification.

7.3 Entire Agreement This Agreement contains the entire agreement of all parties hereto and no other oral or written agreement shall be binding or obligating upon any of the parties. This Agreement supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 Partial Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained herein.

7.5 Amendments. This Agreement or its Attachments may be amended at any time by mutual agreement of the parties hereto; provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties.

7.6 Annual Review. This Agreement shall be reviewed by COUNTY and PHCS annually to affect any modifications that may be necessary and to ensure that the terms of this Agreement, professional and medico administrative services, are being fulfilled.

7.7 State of Ohio Law to Apply. This Agreement shall be constituted under and in accordance with the laws of the State of Ohio.

7.8 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees where permitted by this Agreement.

7.9 Captions. The headings and captions contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

7.10 Notices. Any notice or other communication by either party to the other shall be in writing and shall be deemed to have been given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed to the addresses above or to such other address as either party may designate by notice pursuant to this section.

[Signature page to follow.]

SIGNATURES:

Executed this 14th day of September 2022, by Premier Health Care Services, LLC

By: 
Its: Authorized Representative

Executed this 15th day of September 2022, by Auglaize County

By: 
Name: David Bambara
Its: BACC President

EXHIBIT A COMPENSATION FOR SERVICES

A.1 **Compensation.** During the original twelve (12) month term of this Agreement, COUNTY shall pay PHCS for the provision of clinical and medico-administrative services described herein in the amount of Two Hundred Thirty-Three Thousand Dollars and No Cents (\$233,000.00).

A.2 **Method of Compensation Payment.** The COUNTY shall pay PHCS under the above Section pursuant to a monthly invoice provided by PHCS to COUNTY. The monthly invoice shall be in the amount of Nineteen Thousand Four Hundred Sixteen and 67/100 Dollars (\$19,416.67). COUNTY shall have thirty (30) days from the date of the invoice to make payment for the services provided by PHCS pursuant to this Agreement.

A.3 **Inflation Adjustment.** Beginning on the first day of the first renewal and on the first day of each subsequent renewal term, an adjustment of three and one half percent (3.5%) will be applied to the charges listed in A.1 and A.2.

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO CISCO PHONE SYSTEM ROUTERS FOR THE COUNTY FROM PERRYPROTECH AS REQUESTED BY INFORMATION TECHNOLOGY MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Cameron Ruppert, County Information Technology Manager, met with the Board of County Commissioners expressing the need to obtain the two Cisco Phone System Routers for the County; and,

WHEREAS, Mr. Ruppert presented a quotation submitted by PerryproTech to purchase the two Cisco Phone System Routers at a cost of \$21,365.92.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the quote and authorizes the President of the Board to execute the quote from PerryproTech for two Cisco Phone System Routers at the total cost of \$21,365.92.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: IT Manager
PerryproTech

IN THE MATTER OF AUTHORIZING CHANGE ORDER #3 TO THE CONTRACT WITH KWEST GROUP, LLC FOR PROFESSIONAL SERVICES FOR THE APRON REHABILITATION PHASES 1 – 4 PROJECT AT THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on March 29, 2022, in Resolution #22-145, the Board of County Commissioners executed a contract with KWest Group, LLC for the Neil Armstrong Airport Project. KWest Group, LLC has stated in the contract that the base amount for the above mentioned project is \$484,050.00. Change Order #1 was approved on August 23, 2022 in Resolution #22-371 and increased the contract by \$16,013.58. Change Order #2 was approved on September 1, 2022 in Resolution #22-380 and increased the contract by \$3,294.62; and,

WHEREAS, the Change Order #3 is for the following:

- Concrete Crack Repair (adjustment for field measured qty.) add \$270.00);
- Unclassified Excavation for subgrade repair (adjustment for field measured qty.) deduct (\$66.00);
- Crushed aggregate base course (adjustment for field measured qty.) deduct (\$150.00);
- Welded Wire Fabric for reinforcement (adjustment for field measured qty.) deduct (\$250.00);
- Concrete Spall Repair (add #4 x 12” dowels) add \$554.54; and,

WHEREAS, the total increase for the changes stated above for Change Order #3 is \$358.54; and,

WHEREAS, the Board of County Commissioners has agreed to this increase.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Change Order #3 for the contract with KWest Group, LLC for professional services for the April Rehabilitation Phases 1-4 project thereby increasing said contract by \$358.54 for a new contract total of \$503,966.74.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: K West Group, LLC
Airport Manger
Airport Authority
BF&S

CHANGE ORDER - SECTION 1

Change Order Number Two (3) Phase-3 Date August 26, 2022
Owner Auglaize County Commissioners
Federal/State Grant Number ODOT No.22-19 Engineer Project Number 6643.9803

Contractor Kwest Group, LLC

Original Contract Amount \$ 484,050.00 Original Contract Date April 13, 2022

Maximum Allowable All Change Orders Combined (20% of original contract amount): \$96,810.00

Original Contract Description Apron Rehabilitation Phases 1-4

Describe how this change order work is related to the Original Contract Work and/or is an unforeseen. Quantify and explain details in Sections 2 and 3. Attached Exhibits to this Change Order to This Change Order is to add additional rebar to the concrete pavement repairs. Also, all Phase 3 items are being balanced based on field measured quantities.

This change results in the following adjustment to the contract.

| | | |
|--|---------------|---------------|
| Total contract amount prior to this change order: | TOTAL | \$ 503,608.20 |
| | State/Local | |
| | Federal/State | |
| Increase(Decrease) resulting from this change order: | TOTAL | \$ 358.54 |
| | State/Local | |
| | Federal/State | |
| Total contract amount including this change order: | TOTAL | \$ 503,966.74 |
| | State/Local | |
| | Federal/State | |
| Total all Change Orders: | | \$ 19,916.74 |
| Percent Decrease of Total all Change Orders over Original Contract Amount: | | 4.1 % |

Contract time prior to this change order: N/A Days to Substantial Completion
 Change resulting from this change order: 0 Days to Substantial Completion
 Total contract including this change order: N/A Days to Substantial Completion

"The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by all prior Applications for Payments inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) any delay or postponement of payment among the parties, except for normal retainage amounts withheld by the OWNER, may take place only for good cause, with OWNER prior written approval; (4) appropriate alternative dispute resolution mechanisms, such as non-binding mediation, Indiana Rules of Alternative Dispute Resolution and Arbitration Rules of the American Arbitration Association, is implemented to resolve payment disputes; and (5) appropriate provisions are inserted in all subcontracts binding Subcontractors to the terms and conditions of the Contract Documents."

Prepared by: Jan R. Clute 9/2/2022
Engineer - Butler, Fairman & Seufert, Inc. (Date)

Approved by: Justin Netherland
Contractor - Kwest Group, LLC (Date)

Approved by: David Bambauer 9/15/2022
Owner - Auglaize County Commissioners (Date)

IN THE MATTER OF APPROVING THE AGREEMENT WITH JACOBS & SONS LOGGING FOR THE SALE OF TIMBER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio did award the sale of timber bid to Jacobs & Sons Logging in Resolution #22-377 dated August 30, 2022; and,

WHEREAS, Jacobs & Sons Logging has paid the 50% down payment of the bid price for the sale of timber and signed the Timber Sale Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the agreement with Jacobs and Sons Logging as presented for the sale of timber; and,

BE IT FURTHER RESOLVED that the President of the Board of Commissioners, Auglaize County, Ohio, David Bambauer, is hereby authorized to execute said agreement.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

✓ cc: Jacobs & Sons Logging

Timber Sale Agreement

THIS AGREEMENT made and entered into this 15th day of Sp. 2022, by and between Auglaize County Board of Commissioners, 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio 45895, Phone: (419) 739-6710, hereinafter called “**Seller**,” and Jacobs & Sons Logging, 132 N. Sycamore Street, St. Henry, Ohio 45883, Phone: (419) 678-3802, hereinafter called “**Purchaser**”. Seller hereby agrees to sell and Purchaser agrees to purchase the timber from the designated area described below according to the terms and conditions stated herein.

Witnesseth:

ARTICLE 1 SCOPE AND TIME

1. The Seller agrees to sell to the Purchaser all the live timber **marked** for cutting from an area of approximately (18) acres in Duchouquet Township, Auglaize County, Ohio and owned by the Seller. Such timber is more fully described on the document attached hereto as Exhibit A.
2. All timber shall be cut and the requirements of this agreement fully carried out within 12 months of the final signing date of this agreement.
3. All timber standing or cut, logs, stems, tops, stumps, branches, bark, and leaves of the trees in this agreement, left on the Seller’s land after the passing of the agreement time frame, shall revert to the ownership of the Seller.

The Seller hereby declares that they are the legal owners of the property herein called the County Woods property, located in Duchouquet Township, Auglaize County, Ohio. The Seller further states that they have the right to sell and convey Title to the marked, designated timber within specified property boundaries and also convey the right to harvest and remove timber from the property, to the Purchaser.

ARTICLE 2 PAYMENT

Total timber value bid is \$56,005.00. The down payment for the timber shall be at least **\$28,000.25**, which is 50 % of the bid price, paid to the Seller at contract signing. The full purchase price must be paid before the start of cutting. No trees shall be cut before the full amount is paid to the Seller. The Seller must be notified 48 hours before the Purchaser moves onto the site.

ARTICLE 3 RULES FOR CUTTING AND LOGGING

The Purchaser agrees to cut and remove said timber in accordance with the following terms, provisions and conditions;

1. No timber shall be cut unless paint marked for cutting by the Forester, as marked with a diagonal slash of light Blue paint at about eye level and dotted near the roots and all culls marked with an "X" in light Blue paint at around eye level and dotted near the roots. All firewood poles marked with a dot of light Blue paint at around eye level and dotted near the roots are part of the sale and are to be cut down.
2. Cutting of unmarked timber will not be permitted. In the event any such timber is cut, a penalty of three times the current market value, as determined by an ACF or SAF Certified Forester, will be assessed against the Purchaser, payable immediately. The Purchaser will reimburse the Seller any cost incurred from the value determination by the Forester.
3. Logging will be done during periods of lower soil moisture or frozen ground with preference of frozen ground. It is understood that 4" to 6" deep tire tracks are reasonable soil disturbance in the woods, but only 2" 4" deep tire track are reasonable along the path leading to the woods and within the woods on the path. Note: Seller may grant special permission to log during wetter conditions than stated above, only in writing and with suitable bond posted to ensure restoration of the area to near pre-existing conditions.
4. Stumps shall be cut low to avoid waste and not higher than 12 inches above ground on the side nearest the highest ground.
5. All logging operations shall be performed in a careful and conscientious manner so as to avoid excessive damage to the residual stand. Young trees and other remaining vegetation shall be protected against unnecessary injury.
6. Skid trails, roads, and log decks must be held to the smallest practical area and be constructed in such a manner so as to minimize soil erosion.
7. Upon the completion of harvesting activities, the Purchaser shall:
 - a. Grade all skid trails and construct water bars across same as necessary to prevent soil erosion.
 - b. Grade and clear all debris from the log landing so as to return it to its original condition.
 - c. Level all tree tops and branches to within 6 feet of the ground where reasonably possible to do so.
 - d. Remove from waterways and drainages all slash, treetops, and other debris deposited therein as a result of the timber harvesting operation.
 - e. Repair and/or return to its original condition any improvements such as grass waterways, oil and gas wells, pipelines, power lines, survey monuments, fences, roads, and trails damaged or altered as a result of the timber harvesting operation.
 - f. Pull all debris at least six foot off of the path or trail within the woods.

8. If needed, the Purchaser at the Purchaser's expense will arrange rights-of-way over lands owned by others. Additionally, the Purchaser shall harvest such timber in a manner so as not to damage crops along the path leading into and out of the woods. Harvesting of timber shall be done when crop damage will not occur or equipment can be kept out of the adjacent fields. If any crop damage does occur because of the Purchaser, Purchaser shall fully responsible for the full value of such damage.
9. During the time the Purchaser is engaged in operations on the sale area, the Purchaser shall do everything possible to prevent and suppress forest fires on the sale area and its vicinity, and shall require the employees of the Purchaser to do likewise.

ARTICLE 4 SPECIAL PROVISIONS

1. This agreement shall not be assigned in whole or in part without permission of the Seller in writing.
2. Extension of the agreement period will be made only when severe weather or other extenuating conditions have hindered work. Such extension must be in writing signed by the Seller.
3. All operations of the Purchaser conducted on the Seller's lands shall be conducted in a proper and workmanlike manner and so as to cause no damages or injuries to persons or to the property of other persons or corporations, or to property of the Seller except damage necessarily incident to the proper cutting and removal of such timber, and the Purchaser agrees to indemnify and save harmless landowner and forester from and against all liability, loss, damage, expense and attorney fees by reason of default or failure of the Purchaser therein or with respect thereto.
4. The Purchaser is responsible for obtaining all Federal, State, County and Local Permits to conduct logging operations. The Purchaser is responsible for compliance with all Federal, State and Local EPA laws and the Regulation of the "Agricultural Pollution Abatement Law (HB-88)", as well as permits for the same. The Purchaser shall fully comply with all of the laws and regulation of the State of Ohio concerning Worker's Compensation coverage on all of the Purchaser's employees. The Purchaser shall fully comply with all of the safety regulations concerning its equipment and employees while working on Seller's lands. Purchaser agrees to maintain liability insurance equal to industry standards so as to cover damages and liabilities potentially arising from the Purchaser's activities on Seller's land. Such insurance coverage shall name Seller as an additional insured under the policy for activities included within this agreement.
5. The Purchaser agrees that the Seller or Seller's representative has not made any representations whatsoever as to the safety or suitability of its lands as a working place for the operations of the Purchaser, and the Seller or Seller's representative shall not under any circumstances be liable for injuries to person or property of the Purchaser or any employee, agent, contractor, or any other persons or corporations whatsoever on said premises by request of consent of the Purchaser, arising out of defective or decayed trees, or any other unsafe or dangerous conditions of the premises, whether apparent or concealed, and the Purchaser shall indemnify and save harmless the Seller or Seller's representative from and against all liability, loss, expense and attorney fees resulting therefrom.

6. The Purchaser agrees to defend and hold the Seller or the Seller's representative harmless from loss, damage or liability in the case of claim or suit made against the Seller or Seller's representative, by reason of any incident arising from, concerning or in any way connected with the harvest of trees.

7. This agreement fully contains and sets forth all agreements and understandings between the parties with respect to the subject matter hereof and may be amended, changed, modified or waived in any respect only by writing signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof on the day and year first above written. This agreement shall become binding upon the signing of this agreement by the intended parties.

Signature of Seller: Dan Barnham Commission Date: 9/15/2022
Seller

In presence of (Witness): Carla Juffer Date: 9/15/2022
Seller's Witness

Signature of Purchaser: Jacob + Sons Logging Date: 9-6-22
Mark Jacob Purchaser

In presence of (Witness): Gerry Jacob Date: 9-6-22
Purchaser's Witness

EXHIBIT A

Date: 7/11/2022 **MARKED TIMBER SUMMARY** Acres: 18
Name: Auglaize County Home Woods - Erica Preston Phone # (419) 739-6710
Address: 209 S. Blackhoof St. Room 201 Wapakoneta, OH 45895 Service Forestry Case # 06-0098
County: Auglaize Township: Duchouquet Section: 19

Property Parcel # B0501900200

GPS 40.595144° -84.203036° Lane access.

Other Helpful Location Info. The woodland is accessed by a dirt lane to the west of St. Rt. 501 north of Wapakoneta, OH. The lane runs along the property line and turns 90 degrees north. Trucks will need access to the field to make the turn.

Timber Marked By: Daniel Bartlett, Service Forester, ODNR - Division of Forestry
Questions about the marked timber may be directed to Daniel Bartlett at (419) 379-8171.

| Timber Species | Number of Trees | Average Diameter (DBH) | Net Volume Doyle Rule Bd. Ft. | Percent of Total | Number of Cull Trees |
|-----------------|-----------------|------------------------|-------------------------------|------------------|----------------------|
| White Oak | 25 | 31.1 | 18,860 | 56.2% | 2 |
| Swamp White Oak | 10 | 33.6 | 9,420 | 28.1% | |
| Hickory | 14 | 20.1 | 3,000 | 8.9% | |
| Cottonwood | 2 | 25 | 660 | 2.0% | |
| Chinkapin Oak | 1 | 30 | 620 | 1.8% | |
| Silver Maple | 3 | 20 | 620 | 1.8% | |
| Basswood | 2 | 20 | 400 | 1.2% | |
| | | | | 0.0% | |
| | | | | 0.0% | |
| | | | | 0.0% | |
| | | | | 0.0% | |
| | | | | 0.0% | |
| Totals | 57 | | 33,580 | 100.0% | 2 |

Bd. Ft./Acre Doyle Rule: 1866

Trees/ Acre: 3.17

Bd. Ft./Tree Doyle Rule: 589

The trees for sale are marked with a slash of light blue paint at about eye level and dotted near the roots. **123 hardwood firewood poles have been marked with a dot of light blue paint**. Firewood poles must be at least cut down. These poles are 8 inches in diameter and larger at chest height and are mostly sugar maple and silver maple. Some adjustments have been made for defects.

IN THE MATTER OF APPROVING THE INTER-AGENCY AGREEMENT BETWEEN AUGLAIZE COUNTY JOB AND FAMILY SERVICES (ACJFS) AND THE AUGLAIZE COUNTY FAMILY AND CHILDREN FIRST COUNCIL THAT ACJFS HAS BEEN DESIGNATED AS THE ADMINISTRATIVE AGENCY FOR FAMILY AND CHILDREN FIRST COUNCIL AND RATIFYING THE EXECUTION OF THE INTER-AGENCY AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Job & Family Services has submitted an Inter-Agency Agreement between Auglaize County Job and Family Services (“ACJFS”) and the Auglaize County Family and Children First Council (“Council”). ACJFS, has been designated the Administrative Agent for Council. Pursuant to Section 121.37(B)(5)(a) of the Ohio Revised Code, the ACJFS and the Council covenant and agree to the general terms in the inter-agency agreement; and,

WHEREAS, this agreement shall be for a term of one (1) year, starting July 1, 2022 and ending June 30, 2023, and renewed from year to year for successive one-year (1-year) terms, unless terminated by either party.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the Inter-Agency Agreement between Auglaize County Job and Family Services and the Auglaize County Family and Children First Council to designate the ACJFS as the Administrative Agent for Council; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said Inter-Agency Agreement and this agreement will be part of this said resolution.

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

Adopted this 15th day
of September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

✓cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE AUGLAIZE COUNTY SHERIFF CORRECTION SUPERVISORS UNIT AND CORRECTIONS OFFICERS UNIT REPRESENTED BY THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has, through its authorized representatives, been in the process of negotiating a collective bargaining agreement with the Auglaize County Sheriff Corrections Supervisors Unit and Corrections Officers Unit represented by the Ohio Patrolmen's Benevolent Association; and,

WHEREAS, the negotiations have resulted in a tentative agreement being reached by the parties; and,

WHEREAS, the tentative agreement reflects changes to the current agreement; and,

WHEREAS, the tentative agreement has been ratified by the union; and,

WHEREAS, said agreement will take effect upon ratification by the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify and approve the collective bargaining agreement with the Corrections Supervisors Unit and Corrections Officers Unit of the Auglaize County Sheriff represented by the Ohio Patrolmen's Benevolent Association; and,

BE IT FURTHER RESOLVED that a copy of the fully executed agreement, when complete be hereto attached and thus become a part of this Resolution; and,

BE IT STILL FURTHER RESOLVED that the terms of the agreement shall be in full force upon execution of said document to September 1, 2022.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Sheriff
Ohio Patrolmen's Benevolent Association
County Administrator

IN THE MATTER OF RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE AUGLAIZE COUNTY SHERIFF DISPATCHER'S UNIT, DEPUTY SHERIFF UNIT AND SERGEANTS UNIT REPRESENTED BY THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has, through its authorized representative, been in the process of negotiating a collective bargaining agreement with the Auglaize County Sheriff Dispatcher's Unit, Deputy Sheriff Unit and the Sergeants Unit represented by the Ohio Patrolmen's Benevolent Association; and,

WHEREAS, the negotiations have resulted in a tentative agreement being reached by the parties; and,

WHEREAS, the tentative agreement reflects changes to the current agreement; and,

WHEREAS, the tentative agreement has been ratified by the union; and,

WHEREAS, said agreement will take effect upon ratification by the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify and approve the collective bargaining agreement with the Dispatcher's Unit, the Deputy Sheriff Unit, and the Sergeants Unit of the Auglaize County Sheriff represented by the Ohio Patrolmen's Benevolent Association; and,

BE IT FURTHER RESOLVED that a copy of the fully executed agreement, when complete be hereto attached and thus become a part of this Resolution; and,

BE IT STILL FURTHER RESOLVED that the terms of the agreement shall be in full force upon execution of said document to September 1, 2022.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Sheriff Allen Solomon
✓ Ohio Patrolmen's Benevolent Association
✓ County Administrator

IN THE MATTER OF SELECTING ALTAIRIS TECHNOLOGY PARTNERS, LLC FOR THE RADIO COMMUNICATIONS CONSULTING SERVICES AND APPROVING SAID SERVICES AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County issued a legal notice for a Request for Qualification entitled “Radio Communications Consulting Services” in Resolution #22-136 on March 24, 2022; and,

WHEREAS, the deadline was April 22, 2022 at 4:00 p.m. for proposals to be submitted for the “Radio Communications Consulting Services”. The following proposal was received from Altairis Technology Partners, LLC; and,

WHEREAS, the proposal was reviewed and evaluated by the President of the Board, County Administrator, Sheriff and EMA Director and the committee recommended an interview with Altairis Technology Partners, LLC; and,

WHEREAS, the Radio Committee did interview Altairis Technology Partners, LLC on June 9, 2022; and,

WHEREAS, Auglaize County (“Client”) and Altairis Technology Partners, LLC (“Altairis”) now desire to enter into an agreement setting forth their rights and obligations with regard to performance of the services by Altairis for Phase I – Needs Assessment and Recommended Design for \$69,000.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby award the Phase I – Needs Assessment and Recommended Design for \$69,000.00 to Altairis Technology Partners, LLC; and,

BE IT FURTHER RESOLVED that the Board does hereby authorize the President of the Board, David Bambauer, to execute said consultant services agreement.

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

Adopted this
15th day of
September, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ✓ Altairis Technology Partners, LLC
✓ Sheriff
✓ EMA



CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made as of 9/15/2022, by and between **Altairis Technology Partners, LLC** a Virginia Limited Liability Company with offices at 3420 Pump Road, #221, Richmond, Virginia 23233 (hereinafter referred to as "ALTAIRIS"), and Auglaize County, Ohio (hereinafter referred to as "CLIENT").

WITNESSETH:

WHEREAS CLIENT issued a Request for Qualifications entitled "Radio Communications Consulting Services" (the "RFQ"); and

WHEREAS the RFQ solicited interested firms to submit proposals for radio communications consulting services; and

WHEREAS ALTAIRIS submitted a proposal in response to the RFQ and CLIENT selected ALTAIRIS to provide the services; and

WHEREAS CLIENT and ALTAIRIS now desire to enter into an agreement setting forth their rights and obligations with regard to performance of the services by ALTAIRIS;

NOW, THEREFORE in consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Services

ALTAIRIS shall perform specific professional services and provide support as set forth in the proposal provided to CLIENT and attached as Exhibit A - Proposed Project Work Plan, Exhibit B – Proposed Pricing and Exhibit C – "STATEMENT OF QUALIFICATIONS FOR AUGLAIZE COUNTY REQUEST FOR QUALIFICATIONS (RFQ) Radio Communications Consulting Services" (collectively the "Proposal"). Any tasks marked as "Optional", "Client Responsibility" or "System Vendor Responsibility" will only be performed after the CLIENT requests and approves an estimate that outlines the additional effort in accordance with ARTICLE XV of this Agreement. Requests for additional services and authorization support shall be in writing and shall be considered as incorporated into this agreement once accepted by ALTAIRIS. ALTAIRIS, at its discretion, may accept and begin work in accordance with oral requests subject to written confirmation and acceptance by the parties. It is understood and agreed that ALTAIRIS's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, CLIENT. CLIENT will designate a person to act as CLIENT's representative with respect to the services. CLIENT's representative shall have the authority to transmit instructions, receive information and interpret CLIENT's policies and decisions pertinent to the services performed by ALTAIRIS.

ARTICLE II – Compensation and Payment of Invoices

As compensation for the services performed under this Agreement, CLIENT shall pay ALTAIRIS for time, material and expenses as required to complete the services, in accordance with the Proposal. Compensation for ALTAIRIS services shall be defined by the Proposal in accordance with the hourly rate schedule included and defined therein unless modified in accordance with ARTICLE XV of this Agreement.

ALTAIRIS will submit to CLIENT invoices for all reimbursable expenses incurred, materials procured and the work in progress or completed since the previous invoice. CLIENT shall pay ALTAIRIS the amount on the invoice within thirty (30) days of the invoice date. Undisputed invoices that remain unpaid beyond such date



shall accrue a late charge of the lesser of (i) 1% per month or (ii) the highest rate allowable by law. Without limiting its rights or remedies, ALTAIRIS may suspend services until payment is received on past due invoices.

ARTICLE III – Agreement Documents

The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the “Agreement Documents.” In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below.

| | |
|-----------|---|
| EXHIBIT A | Proposed Project Work Plan, dated 07/22/22 |
| EXHIBIT B | Proposed Pricing |
| EXHIBIT C | STATEMENT OF QUALIFICATIONS FOR AUGLAIZE COUNTY REQUEST FOR QUALIFICATIONS (RFQ) Radio Communications Consulting Services, dated April 20, 2022 |

ARTICLE IV - Period of Performance - Agreement Amount

The performance of ALTAIRIS's services hereunder shall commence on the first mutually acceptable date following the full execution of this Agreement and subject to the provisions of ARTICLE VII hereof, shall terminate 12 months following delivery by ALTAIRIS of the services specified in the Proposal, and payment to ALTAIRIS by the total sums as may be authorized by such Proposal. These periods of performance and the compensation payable to ALTAIRIS under ARTICLE II hereof may not be amended, modified or supplemented, except by written agreement of the duly authorized representatives of the parties.

ARTICLE V - Independent Contractor

ALTAIRIS's relationship with CLIENT shall at all times be that of an independent contractor. The method and manner in which ALTAIRIS's services hereunder shall be performed shall be determined by ALTAIRIS, in its sole discretion, and CLIENT will not exercise control over ALTAIRIS or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by ALTAIRIS shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate ALTAIRIS, or any of its employees, as employees or agents of CLIENT.

ARTICLE VI - Notice

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, including, without limitation, the provisions of ARTICLE II and ARTICLE IV, shall be in writing and shall be deemed given only (i) when actually received by the addressee or (ii) sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to ALTAIRIS: Altairis Technology Partners
 3420 Pump Road, #221
 Richmond, VA 23233
 Attention: James Morgan, Partner

If to the CLIENT:

Auglaize County Commissioners
209 S. Blackhoof St., Rm 201
Wapakoneta, OH 45895
Attention: County Administrator

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this ARTICLE VI.

ARTICLE VII – Termination; Disputes

CLIENT or ALTAIRIS, acting by their respective authorized representatives, may terminate this Agreement at any time with or without cause by giving 30 days' notice to the other, in which event CLIENT's sole obligation shall be to compensate ALTAIRIS for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VII exceed the compensation provided for in ARTICLE II.

If any invoice is disputed, CLIENT must specify the amount in dispute and the nature of the dispute and must pay the undisputed amount of the invoice in accordance with the terms of this agreement. If notice of a disputed invoice is not sent to ALTAIRIS by CLIENT within 20 days of the CLIENT's receipt of the invoice, the invoice will be deemed accepted by CLIENT and must be paid in accordance with the terms of this agreement.

ARTICLE VIII - Confidentiality

Both CLIENT and ALTAIRIS agree that all information furnished to it by the other party (the party furnishing the information referred to as the "Disclosing Party" and the party receiving the information referred to as the "Receiving Party"), or to which it has access under this Agreement, shall be deemed the confidential and proprietary information or trade secrets (collectively referred to as "Confidential Information") of the Disclosing Party and shall remain the sole and exclusive property of the Disclosing Party. Each party shall treat the Confidential Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations hereunder, neither party may directly or indirectly disclose the same to anyone other than its employees, contractors or suppliers, who are on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. ALTAIRIS may disclose Confidential Information to its affiliates as reasonably necessary to provide the Services. Each party shall protect all such Confidential Information received from the other with the same degree of care accorded its own proprietary and confidential information of a similar kind and nature. Confidential Information shall not include information that: (i) is already known to the Receiving Party on the date it was disclosed to the Receiving Party by the Disclosing Party; (ii) is available to the public without breach by the recipient of its obligations hereunder; (iii) is disclosed to the Receiving Party free of restriction or disclosure and use by a third party who was legally permitted to make such disclosure; (iv) is independently developed by the Receiving Party; (v) was disclosed pursuant to applicable laws, or (vi) is required to be disclosed by a court of competent jurisdiction pursuant to applicable law or regulation. Further, ALTAIRIS recognizes that CLIENT is a government entity and is subject to Ohio "Sunshine Laws". In the event that a public records request is made, ALTAIRIS shall have the burden of proving the proprietary nature or that such information is a trade secret.

ARTICLE IX - Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, neither party shall, without the written approval of the other party, directly or indirectly employ, solicit or retain the services of the personnel

of the other party who are involved in the receipt or provision of Services under this engagement or with whom contact has been made under this Agreement, for its own benefit or the benefit of another. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision in each particular instance, such a breach shall be considered a material breach of this Agreement and the aggrieved party's other rights at law and in equity shall be preserved, with all remedies of termination, injunction and damages to be cumulative.

ARTICLE X – Limitation of Liability

CLIENT agrees that ALTAIRIS, its members, shareholders, employees, contractors and consultants shall not be liable to CLIENT, whether under contract, in tort or by statute, for any actions, damages, claims, liabilities, costs, expenses, or losses arising out of or relating to this Agreement or the Services performed hereunder for an aggregate amount in excess of the fees paid by CLIENT to ALTAIRIS under this particular engagement or project. In no event shall ALTAIRIS, its members, shareholders, employees, contractors and/or consultants be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses of any kind (including, without limitation, lost profits or opportunity costs, even if advised of the possibility of such damages) nor shall they be liable for any claim or demand against CLIENT by any third party. In furtherance and not in limitation of the foregoing, ALTAIRIS will not be liable with respect to any decisions made by CLIENT as a result of the performance by ALTAIRIS of the Services hereunder. The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

ARTICLE XI - Insurance

ALTAIRIS shall take out and carry during the entire term of this Agreement, property damage insurance and general public liability insurance. ALTAIRIS shall insure the payment of compensation to its employees in accordance with the Worker's Compensation Laws of the Commonwealth of Virginia. ALTAIRIS will maintain adequate General Liability and Auto Liability insurance. ALTAIRIS will provide CLIENT with a Certificate of Insurance evidencing the insurance coverage provided for herein, if required by CLIENT.

ARTICLE XII - Taxes, Unemployment Insurance and Related Items

ALTAIRIS hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by ALTAIRIS on the work covered by this Agreement or in any way connected therewith; and ALTAIRIS shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and ALTAIRIS shall reimburse CLIENT for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law CLIENT may be required to pay the same or any part thereof.

ARTICLE XIII – Representations and Warranties

Both parties represent and warrant that they have the legal authority to enter into this engagement with the other in accordance with this Agreement. ALTAIRIS represents and warrants that it will perform the Services in a professional and workmanlike manner and in accordance with industry standards. ALTAIRIS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XIV – Ownership

CLIENT shall own all work product and materials developed directly for, and provided directly to, CLIENT as part of the Services provided hereunder by ALTAIRIS, with such specific work product and materials to be deemed “work made for hire.” If any of such work product or materials shall not, by operation of law, be considered to be “work made for hire,” then ALTAIRIS shall assign ownership rights to CLIENT therein. The foregoing shall apply only to the extent CLIENT has paid in full all properly submitted invoices that are not otherwise disputed in good faith. To the extent that ALTAIRIS utilizes any of its property (including, without limitation, technology, hardware or software or other equipment) in connection with the performance of Services hereunder, such property shall remain the property of ALTAIRIS, with no license, right or other interest granted therein unless expressly provided in a separate signed writing. Notwithstanding anything to the contrary, the parties acknowledge and agree that: (a) as between ALTAIRIS and CLIENT, ALTAIRIS will own all right, title, and interest, including, without limitation, all rights under all copyright, patent, trademark and other intellectual property laws, in and to any technology, equipment and property that ALTAIRIS brings to any CLIENT engagement or otherwise utilizes to perform the Services (the “Altairis Technology”) and (b) ALTAIRIS may employ, modify, disclose, and otherwise exploit the Altairis Technology (including, without limitation, marketing to, providing services to, or creating programming or materials for, other clients). Nothing herein shall preclude or limit ALTAIRIS from (a) providing consulting or other services of any kind to any person or entity as ALTAIRIS in its sole discretion may deem appropriate or (b) developing for itself, or for others, materials that may be competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to any deliverables provided to CLIENT.

ARTICLE XV – Changes To The Contract

During the term of this Agreement should (i) the CLIENT desire services that are outside the agreed upon scope of work, or (ii) ALTAIRIS claims that any instructions given to it by the CLIENT involve work or expense that increases the scope of the Agreement, then ALTAIRIS shall prepare a quotation outlining the estimated additional effort and if the CLIENT agrees, a Change Order shall be issued for a mutually agreeable amount of additional time, hours or expense before beginning the additional work. Additional compensation shall be in accordance with the hourly rates defined in the Proposal.

ARTICLE XVI – Cooperative Procurement

The provisions of this Agreement may be extended to any public agency or body in, but not necessarily limited to, the State of Ohio to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this solicitation. ALTAIRIS shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

ARTICLE XVII - General

- A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.
- B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
- C. Governing Law and Severability – This Agreement, and the proposal or engagement letter to which this Agreement is appended, including any exhibits, shall be governed by, and construed in accordance with,

the laws of the State of Ohio (without giving effect to the choice of law principles thereof). If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Construction and Interpretation – Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. Neither the form of this Agreements, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

F. Successor and Assignees - CLIENT shall not assign or transfer this Agreement or any of its rights hereunder without the prior written consent of ALTAIRIS. ALTAIRIS shall have the right, without the consent of CLIENT, to assign this Agreement and its rights and obligations hereunder to ALTAIRIS's parents, subsidiaries or affiliates or to any partnership in which ALTAIRIS or any parent, subsidiary or affiliate of ALTAIRIS is a general partner, or to a successor of ALTAIRIS by consolidation or merger or to a purchaser of all, or substantially all, of ALTAIRIS's assets.

G. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as pandemic, lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or any law, order or requirement of any governmental agency or authority, or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

H. Cooperation - In connection with its Services hereunder, ALTAIRIS shall be entitled to rely on all decisions and approvals of CLIENT. CLIENT shall cooperate with ALTAIRIS in the performance by ALTAIRIS of its Services hereunder, including without limitation, providing ALTAIRIS with reasonable facilities and timely access to facilities, data, information and personnel of CLIENT. CLIENT shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to ALTAIRIS for purposes of the performance by ALTAIRIS of its Services hereunder.

I. Limitation on Actions - No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

J. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Agreement.

K. Counterparts – This agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.



L. Survival – Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date first written above.

ALTAIRIS TECHNOLOGY PARTNERS, LLC

AUGLAIZE COUNTY COMMISSIONERS

By: James K. Morgan

By: Dave Bambauer

Name: James K. Morgan

Name: Dave Bambauer

Title: Partner

Title: President

Date: September 13, 2022

Date: 9/15/2022

County Commissioners Office
Auglaize County, Ohio
September 15, 2022

NO. #22-408

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 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

| Check No. | Amount | Vendor |
|-----------|---------|-----------------------------------|
| 464056 | 3410.00 | CLEAR CREEK FARM |
| 464062 | 325.00 | TIM RAMMEL |
| 464073 | 3528.79 | NITRO ROOFING & CONSTRUCTION |
| 464093 | 247.75 | TALKPOINT TECHNOLOGIES INC |
| 464104 | 3014.41 | DELL MARKETING |
| 464110 | 8122.00 | CHRISTIAN CHILDREN’S HOME OF OHIO |
| 464112 | 240.00 | CTL ENGINEERING |

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

Adopted this
15th day
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

ec: County Auditor

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

| | |
|--|---------------------------------|
| <u>Local Emergency Planning Fund:</u> | |
| Amount: | To: |
| \$5,000.00 | 023.0023.538000 (Transfer) |
| | 023.0023.530900 (Other Expense) |

| | |
|--|-------------------------------------|
| <u>County-Wide Emergency Management Cooperative Fund:</u> | |
| Amount: | To: |
| \$9,111.83 | 090.0090.535800 (Transfer) |
| \$4,161.92 | 090.0090.535800 (Transfer) |
| \$ 83.23 | 090.0090.535800 (Transfer) |
| \$ 582.68 | 090.0090.535800 (Transfer) |
| \$ 60.34 | 090.0090.535800 (Transfer) |
| | 090.0090.530600 (Contract Services) |
| | 090.0090.510200 (Salary) |
| | 090.0090.536400 (Workers Comp) |
| | 090.0090.536700 (PERS) |
| | 090.0090.510201 (Medicare) |

| | |
|---|-------------------------------------|
| <u>Pre-Disaster Mitigation Grant Fund:</u> | |
| Amount: | To: |
| \$ 4,161.92 | 933.0933.530600 (Contract Services) |
| \$ 83.23 | 933.0933.530600 (Contract Services) |
| \$ 582.68 | 933.0933.530600 (Contract Services) |
| \$ 23.60 | 933.0933.530600 (Contract Services) |
| \$ 36.74 | 933.0933.531000 (Reimbursement) |
| | 933.0933.510201 (Medicare) |

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

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: County Auditor
EMA

IN THE MATTER OF ACCEPTING THE REDUCTIONS TO THE MAINTENANCE ASSESSMENTS FOR TWO LANDOWNERS FOR THE 2022 TAX DUPLICATE AND AUTHORIZING COUNTY AUDITOR TO REDUCE THE CERTAIN LANDOWNERS MAINTENANCE ASSESSMENT DUE TO PERFORMING WORK AS A PART OF THE PUBLIC DITCH IMPROVEMENT PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 15th day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on September 8, 2022 the Board of Auglaize County Commissioners received a letter from the County Engineer, Andrew Baumer. The County Engineer has received requests for reduction in maintenance assessments per Ohio Revised Code 6137.08. This section of the ORC allows owners to make application for a reduction in the owner's maintenance assessment due to performing work as a part of the public ditch improvement. The owners listed below have made requests for reduction of assessments and completed the maintenance work. Therefor in my opinion, qualify for a reduction in their maintenance assessment for the 2022 tax duplicate, to be reduced on their 2023 taxes; and,

| Owner | Parcel ID | Ditch Name (#) | Work completed | Recommended Reduction % | Assessment Remaining to be collected |
|--------------------------|----------------|---------------------|--------------------------------------|-------------------------|--------------------------------------|
| Vernon L. Yahl (Trustee) | G22-014-006-00 | Doering (414) | Leveling spoil after ditch reshaping | 8% | \$0.00 |
| Ronald & Lori Schwartz | F17-029-006-01 | Grassley-Link (406) | Leveling spoil after ditch reshaping | N/A | \$0.00 |

WHEREAS, please note, Mr. Schwartz did complete the maintenance of leveling the spoil on his property but the Grassley-Link Fund (406) currently has an adequate balance and a maintenance collection was not recommended for that ditch, therefore an assessment reduction is not possible for this collection.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby accept the maintenance assessment reductions as requested by the County Engineer, and does support the reductions as mentioned; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby authorized to implement the maintenance assessments reductions as requested above.

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

Adopted this
15th day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ✓ Auglaize County Engineer
✓ Auditor