

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, with Lenny Eliason presiding, Chris Chmiel and Charlie Adkins in attendance.

Agenda

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:

- Athens County Board of County Commissioners
- Meeting Agenda for Tuesday, February 20, 2024 Convenes at 9:30 a.m.
- Approve Agenda
- Approve Minutes February 6, 2024
- Approve Appropriations, Transfers, New Line Items Requests/Changes & Bills

- 8:30 Trimble Township Road Vacation Viewing
- 9:30 Trimble Township Road Vacation Hearing
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 Nate Thomson - Athens Photographic Project
- 10:15 Jeremy Parkins - Dress Right Dress
- 10:30 W&S Supt Rich Kasler - weekly updates
- 10:45 EMS Chief Amber Pyle - Advance - Loan - Resignation
- 11:00 Arian Smedley - DD Awareness Month Proclamation
- 11:30 LUNCH

Agenda Items

- Trimble ARPA Request
- New Marshfield Sewer Project
- EMS Request for Advance of Taxes Collected
- Children SVC - Building
- Courthouse Security Surplus
- Engineer - 2023 County Mileage Certificates
- GIS - Professional SVC Agreement

~TRAVEL

Sheriff - Trent Eskey; First Line Supervision Training, Springfield OH; January 9-12

ADJOURNMENT

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Minutes

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the minutes for February 6, 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Appropriations, Transfers, New Line Items Requests/Changes & Bills

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Item Requests/Changes and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - from: February 15, 2024 to: February 20, 2024 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Trimble Township Road Vacation Viewing

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request from Trimble Township to vacate .28 miles of Township Road 613. Situated in the State of Ohio, County of Athens, Township of Trimble, Township 11, Range 14, Section 24; the point of beginning of Trimble Township Road 613 being 55' north of the center of County Bridge No. ATH-CR 31- SLM 3.10, said point being at the intersection of Oakdale Road (Athens County Road 31); thence proceeding in a westerly and northwesterly direction a distance of 0.28 miles to the Perry County line."

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

DJFS Dir. Jean Demosky - Weekly Updates

Program Updates

Healthy Aging Grant Money Updates

- Food Gift Cards/Certificates (will get the cards from different stores)
- SASP (help with septic maintenance, property taxes, utility bills, etc.)
- Digital Literacy (Nate Thomson is requesting the Digital Literacy part of the Healthy Aging Grant)
- Perry County gave Athens County their Digital Literacy Program
- Mobile Career Center will be back in April

No Staffing Costs
Back to School Bash 07/31/24 at the Nelsonville Location
Applications are out - due 04/19/24
Planning Non-Registered Donations
Facilities
Nelsonville Furniture - very affordable and works well in the New Nelsonville Facility
Human Resources
Labor Management Meeting went well

DJFS Contract Startec Security, LLC - OMJ Site

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following contract for Startec Security for the Social Service OMJ Site as requested by Dir. Jean Demosky:

Total \$ Value: \$12,265.00
Contract Period: 02/15/24 - 02/14/27

Complete contract on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Contract Athens County Prosecuting Attorney

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following contract for Athens County Prosecuting Attorney as requested by Dir. Jean Demosky:

Total \$ Value: \$125,652.90
Contract Period: 01/01/24 - 12/31/24

Complete contract on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Dir. Jean Demosky - Staff Retreat

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve DJFS to close on 05/15/2024 for the Staff Retreat located at the Nelsonville Facility for all staff members to attend as requested by Dir. Jean Demosky.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Nate Thomson- Athens Photographic Project

February 15, 2024
Athens County Commissioners
15 S. Court St.
Athens, OH 45701

Dear Athens County Commissioners,

Thank you in advance for considering this proposal to utilize \$45,852.69 of your 2024 Ohio Department of Aging (ODA) Healthy Aging Grant to develop and implement a digital literacy project serving Athens County seniors (60+) who are in need of additional community supports in order to enhance their quality of life and improve their social determinants of health.

This digital literacy initiative will be facilitated by the Athens Photographic Project (APP), in partnership with established Athens County senior service providers, and will utilize evidence informed practices outlined in Ohio's 2023-2026 State Plan on Aging.

Founded in 2000, APP is a community of artists dedicated to using photography as a tool for self-expression, personal growth, and social change within the journey of mental health recovery. APP provides photography classes, exhibitions, and workforce development opportunities for Southeast Ohio residents living with a mental health or substance use disorder. APP supports individuals facing barriers of isolation and stigma in order that they may improve their community engagement and quality of life.

Project Title: Improving Digital Literacy for Athens County Seniors

Project Summary: APP will provide photography workshops that support digital literacy skill building for seniors. Photography-based activities and take-home assignments will be used as tools to engage and motivate seniors as they learn how to use mobile devices (phones and tablets) to improve social connectedness with their family and community. Photography workshops will be offered at accessible sites throughout Athens County and will include outreach to ensure seniors most in need participate. APP will work with stakeholders to determine a workshop theme (e.g. Athens History or Landscape) that will be incorporated into the digital literacy and photography curricula. This project will culminate with a public display of photographs created by seniors that demonstrate their digital literacy skill building and foster greater civic contribution. This project will be led by APP Artists and Staff and workshop participation will NOT be based on a mental health/SUD referral. APP will partner with resource assistance organizations to support seniors in accessing any needed equipment. Grant funds will support personnel, travel, and project supplies.

Thank you for your consideration, please contact me with any questions.

Sincerely,
/s/ Nate Thomson
Executive Director

Commissioner Eliason wants more information from Nate Thomson with a breakdown cost per person and for Nate to return to the next commissioners meeting.

Children SVC - Building

ACCS Projections w/ Levy Renewal Payable Yr. 2026

ACCS - Cash Flow/	2022	2023	2024	2025	2026
Ending Balance Analysis	Actuals	Actuals	Budget	Budget	Budget
Beginning of the Yr. Balance	\$7,229,048	\$7,738,497	\$5,498,974	\$6,009,146	\$6,684,407
Total Yr. To Date Income	\$12,027,122	\$13,727,950	\$14,310,172	\$15,325,261	\$16,121,559
Total Yr. To Date Expenses	\$11,517,673	\$15,967,473	\$13,800,000	\$14,650,000	\$16,500,000
Ending Balance	\$7,738,497	\$5,498,974	\$6,009,146	\$6,684,407	\$6,305,966

Capital Reserve Acct:		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Total Cash Balance w/ Capital Reserve		\$7,998,974	\$8,509,146	\$9,184,407	\$8,805,966

ACCS Projections w/o Levy Renewal Payable Yr. 2026

ACCS - Cash Flow/	2022	2023	2024	2025	2026
Ending Balance Analysis	Actuals	Actuals	Budget	Budget	Budget
Beginning of the Yr. Balance	\$7,229,048	\$7,738,497	\$5,498,974	\$6,009,146	\$6,684,407
Total Yr. To Date Income	\$12,027,122	\$13,727,950	\$14,310,172	\$15,325,261	\$13,641,156
Total Yr. To Date Expenses	\$11,517,673	\$15,967,473	\$13,800,000	\$14,650,000	\$16,500,000
Ending Balance	\$7,738,497	\$5,498,974	\$6,009,146	\$6,684,407	\$3,825,563

Capital Reserve Acct:		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Total Cash Balance w/ Capital Reserve		\$7,998,974	\$8,509,146	\$9,184,407	\$6,325,563

Otis Crockron stated that with this new facility if they have a placement crisis they would be able to use the new facility as an emergency shelter to house the children, instead of trying to find a hotel to place them.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Eliason to get with the Bond Counsel to begin the finance process of the new facility for Children SVC Building.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Jeremy Parkins - Dress Right Dress

I am the Founder, President, and CEO of the 501 (C)(3) nonprofit Dress Right Dress Inc. I started the organization from an idea I had in the basement of my house in Ross County. As a Veteran, I wanted to assist other Veterans who have experienced hardships in life after military service. On a personal and professional level, I, along with our partners spearheaded the fight to save the Chillicothe VA. Through the growth of the organization, we continuously serve Appalachia Ohio, and still work with and support the efforts of Judge McCarthy. Regarding the Athens County project I am we are working on and asking for County assistance, we have been working with Ohio Mental Health & Addiction Services (we are certified by), Ohio Department of Rehabilitation and Correction (we are certified by), Ohio Medicaid (we are certified by), and many other supporting organizations and individuals to develop an at-risk housing facility for Veterans. We were given two choices, Cuyahoga and Athens Counties....I obviously picked Athens to support the promise I made 2 years ago. The housing facility will not be to "just house" Veterans but align them with much needed care through VA and local providers, teach them our curriculum (covering Mental Health, Substance Use, Goal Planning, and Workforce Development), in addition to learning soft skills on their way to self-reliance. Such a project relies on community support and funding, hence why Bob suggested I speak to you.

For transparency, I wanted to let you know that our only office is in Northern Ohio now, but more than half of our Veteran clientele come from Southern or Southeastern Ohio. We are exploring putting a Resource Center back into Chillicothe, but I am considering, if funding is available, making the housing facility our Headquarters. Please let me know if you wish to speak more about the project and how the County may be able to assist. If you have any questions, please feel free to reach me via this email, the listed phone number or my cell 740.656.2701. For more information on the organization, you can visit Facebook, LinkedIn, or www.dressrightdress.org

W&S Supt. Rich Kasler - Letter

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize W&S Supt. Rich Kasler to send a Letter to Greg Grippa:
 February 20, 2024
 Gregg Grippa
 5734 Beechnut Drive
 Cincinnati, OH 45230

Dear Mr. Grippa:

The Athens County Commissioners would consider the extension of a main line sewer to serve property that you had questioned on Beechwood Drive at our meeting on February 15, 2024. The County is limited to only accepting an additional one hundred and fifty (150) single family units into our Route 50 Sewer project at this time.

All requirements and/or obligations can be reviewed in The Athens County Sanitary Sewer District Regulations. Listed below are some

important Regulations we believe that would be helpful to you in the planning of this development.
Owner or Developer to bear all costs incidental to the construction and installation of extensions.
Owner or Developer required to first pay a capacity fee as established by the County based on the gallons purchased or discharged in one average day.
Improvements to be constructed per Athens County construction and material specifications at Owner or Developer's expense.
Submit plans to Ohio EPA for review and be granted a permit to install prior to construction.
Construction Drawings approved by the Appropriate County Officials.
Obtain any necessary road right of way permits, before construction begins.
Prior to beginning any construction, an inspection fee shall be deposited to cover the cost of the inspection.
Supply the District with as-built drawings after construction is completed.
The owner or developer shall guarantee all improvements to The County System for a period of at least one year after conditional acceptance.

If you need any further information, please call the Water & Sewer Office at (740)-797-3235.
/s/ Lenny Eliason /s/ Chris Chmiel /s/ Charlie Adkins

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

W&S Supt. Rich Kasler - Weekly Updates

W&S Supt. Rich Kasler stated that Radford Rd is closed and so far No Problems.
Elliotsville Lift Station waiting on letters and also on AEP.
Meeting tomorrow with DLZ to go over the project.
W&S Supt. Rich Kasler stated that Ohio EPA is pushing Dave Funk to complete his part.

New Marshfield Sewer Project

Commissioners tabled until next week to have DLZ Gary Silcott in the meeting.

EMS Chief Amber Pyle - Resignation

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following Resignation from Wes Carpenter as recommended by EMS Chief Amber Pyle.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMS Chief Amber Pyle - Advancement

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the request for taxes collected:
Request For Advance of Taxes Collected

To the Auditor of Athens County, Ohio:

Athens, Ohio, February 15, 2024

You are hereby requested to issue your warrant upon the County Treasurer of Athens County, in favor of as Athens County of Athens County EMS in said County for \$207,941.59 dollars, of the current collection of taxes assessed and collected for and in behalf of said County which shall be held and treated as an advance payment on the current collection of taxes due said County at the ensuing settlement, 2024, as provided by law.

Pursuant to a Resolution adopted by the Athens County Commissioners
Adopted February 20, 2024. Resolution No. 119-79
/s/ Lenny Eliason, President of Board
/s/ Amber Pyle, Fiscal Officer

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMS Chief Amber Pyle - Truck Update

2 trucks on the assembly line and can be viewed around March 11 th, would like to have Assist. Chief Crossen Jr. and One Captain to go look over the new Squads in Jefferson NC.

EMS Chief Amber Pyle - Old SEOEMS Records

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve Chief Amber Pyle to have the Old SEOEMS Records at Tri-Data to be destroyed after the Records Commission approve the documents.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Trimble ARPA Request

3 Bids for Trimble ARPA as follows;

Mason Street & Congress Street - Storm Sewer	Bid Amount	\$1,941,050.00
Kennedy Road - Storm Sewer	Bid Amount	\$ 266,750.00
Center Street & Sycamore Street - Storm Sewer	Bid Amount	\$ 297,965.00

Commissioners said before they agree on the Design they need to know that Trimble has the money for the projects.

Courthouse Security Surplus

Commissioners tabled the Courthouse Security Surplus until Clerk Rockhold got more information on the items listed on the surplus.

Engineer - 2023 County Mileage Certificates

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the Engineer's 2023 Mileage Certification as follows:

2023 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2024 or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Athens County was 361.473 miles as of December 31, 2022

As certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY2023 and determine the net increase or decrease in mileage. Add the net change to the 2022 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2023 the county was responsible for maintaining 359.659 miles of public roads.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

GIS - Professional SVC Agreement

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the GIS - Professional SVC Agreement with Woolpert Inc. as recommended by Auditor Jill Davidson. Contract on page 81 through 83.

Full Contract available in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Travel

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the following travel: Sheriff - Trent Eskey; First Line Supervision Training, Springfield OH; January 9-12

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DD Awareness Month Proclamation

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following proclamation:

Proclamation for Developmental Disabilities Awareness Month

March 1-31, 2024

WHEREAS the purpose of the Athens County Board of Developmental Disabilities (ACBDD) is to provide vital supports and resources to over 700 Athens County residents with developmental disabilities and their families; and,

WHEREAS the mission of the ACBDD is to serve our community with compassion, innovation, and transparency; and,

WHEREAS the vision of the ACBDD is an integrated and inclusive Athens County; and

WHEREAS the most effective way to create an integrated and inclusive community is through everyone's willingness to create an environment that is welcoming and accessible to all; and

WHEREAS policies must be developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live inclusively in their communities; and

WHEREAS we encourage all citizens to foster and support inclusive opportunities that include access to education, housing, employment, and recreational activities; and

WHEREAS this year's theme is "Inclusive Athens County: It takes a community," which celebrates the ways in which Athens County residents work together to increase inclusiveness for all; and

NOW, THEREFORE WE, The Athens County Commissioners, do hereby proclaim March 2024 as DEVELOPMENTAL DISABILITY AWARENESS MONTH and offer full support to efforts that assist people with developmental disabilities to live independently and to participate inclusively within the communities of their choosing; and Furthermore, we urge all citizens to join in this celebration by seeking out ways in which they themselves can be more inclusive.

Signed this 20th day of February 2024

/s/ Lenny Eliason, President

/s/ Chris Chmiel, Commissioner

/s/ Charlie Adkins, Commissioner

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Kevin Davis - March 2024 Developmental Disability Awareness Month Activities

March 1 st March on Court Street (Will start at Baker Center)

March 21 st Disabilities Awareness Fest at the Community Center

2023 Athena Award Recipient William Peacock

Attachment A: Scope of Services

Client's Representatives:

- Name: The Honorable Jill Davidson – Athens County Auditor
- Company: Athens County Auditor's Office
- Address: 15 S. Court Street, Room 330, Athens, Ohio 45701-2896
- Phone Number: 740.592.3223
- Email: jrdavidson@athensco.org
- Name: Scott Dunfee – GIS Administrator
- Company: Athens County Auditor's Office
- Address: 15 S. Court Street, Room 330, Athens, Ohio 45701-2896
- Phone Number: 740.592.3227
- Email: scottdunfee@athensco.org

Woolpert's Representatives:

- Name: Brian Stevens, CP, GISP – Program Director
- Address: One Easton Oval, Suite 400, Columbus, Ohio 43219
- Phone Number: 614.827.6155
- Email: brian.stevens@woolpert.com
- Name: Roy Vaughn – Project Manager
- Address: 4454 Idea Center Blvd., Dayton, Ohio 45430
- Phone Number: 937.531.1434
- Email: roy.v Vaughn@woolpert.com

Services:

This agreement for services is to be performed in conjunction with the Ohio State Term II Contract (Contract #534533). The scope of services, compensation, schedules, and deliverables are subject to the above-mentioned project. All data produced and delivered to the county under this agreement will be provided to the Ohio Geographically Referenced Information Program (OGRIP) at no additional cost.

Project Boundary/Limits

The project boundary includes all of the land area of Athens County (508.4 square miles), plus a project buffer that extends 100-feet past the county-line.

ABGPS/Ground Control. Woolpert will utilize existing horizontal/vertical ground photo control to support the intended base mapping. If new points are required, they will be GPS observed and be consistent with second order horizontal and third order vertical. This control will be sufficient to meet the required accuracy necessary to support the base mapping.

Aerial Imagery Acquisition. Woolpert will acquire new color digital aerial imagery covering the entire 508.4 square mile project area during the winter/spring of 2024. The aerial imagery used for this project will be acquired with a 30% sidelap, with a flying height capable of producing 3-inch pixel resolution during leaf-off conditions (based upon weather, some leaf-on conditions may exist), during ground conditions that are sufficiently clear of snow (based upon weather, some snow may be located along the north sides of tree lines, ditches and some snow piles may be found in large parking lots) and when rivers/streams are contained within their normal banks. The aerial imagery will also be acquired when the solar angle is at or above 25-degrees and when cloud cover (cumulus clouds) is 5% or less.

Note: In the event that weather postpones the winter/spring 2024 flight, Woolpert and the County will determine when all (if no flights have been acquired at the postponement of imagery acquisition) or the remaining flights will be acquired. Options include a continuation of flight acquisition during partial/full leaf-on conditions, postponement of flight acquisition to the following fall leaf-off conditions or the following winter/spring leaf-off conditions.

DEM. Woolpert will use the existing 2021 Ohio 3DEP QLI Dataset to orthorectify the new aerial imagery.

Digital Orthoimagery. Woolpert will produce new countywide color 4-band, 8-bit digital orthoimagery at a 3-inch pixel resolution. The orthoimagery tiling format will follow a modular layout, with each orthoimage covering 1,250' x 1,250'.

Ortho tiles will be clipped to eliminate overlap between adjacent tiles. The file size for each tile will be approximately 100 MB. Woolpert will use an interactive mosaicking process for tone balancing and image mosaicking. Full image tiles will be used within the project interior

Tiles along the project boundary that are within or touch the buffer zone will also be full image tiles. The buffer zone for the countywide imagery will extend 100 feet outside the county-line. The digital ortho-imagery will be produced and delivered in geotiff with a .tif world file for geo-referencing. The aesthetic quality of the orthoimagery will conform to the quality produced in previous Programs.

Upon the completion of ortho processing, the imagery will be placed on Woolpert's SmartView Connect Redline Web Server for the county to perform an interactive review. After the orthoimagery has been reviewed and accepted by the County, Woolpert will produce the countywide MrSID imagery. The countywide MrSID imagery will be processed as GEN4 SIDs and be provided in 20x and 100x compressions (for the natural color and color infrared imagery). It is anticipated that from the date of acceptance by the County, Woolpert will prepare and ship all final ortho products within 30 days.

Horizontal Accuracy. The 7.5cm (3-inch) orthoimagery will be produced by Woolpert to meet ASPRS Positional Accuracy Standard for Digital Geospatial Data (2014) for a 15cm RMSE_x / RMSE_y Horizontal Accuracy Class which equates to Positional Horizontal Accuracy of +/- 37cm (+/- 1.2ft) at a 95% confidence level.

Attachment B: Schedule/Deliverables/Compensation

Schedule

Orthoimagery will be posted to Woolpert's SmartView Connect (for the County's review) on or before **August 30, 2024**.

Deliverables

The client has thirty (30) calendar days to review each deliverable and submit review comments. Woolpert will review each comment together with the client determine the appropriate action. If it is determined that Woolpert needs to resubmit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty (30) calendar days after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty (30) calendar days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Woolpert will deliver the following:

- One set of countywide 3-inch resolution, 8-bit, 4-band (R, G, B, and NIR) stacked digital orthoimagery tiles in GeoTIFF format with TIFF world files
- One set of countywide natural color GEN4 MrSID imagery mosaics (20x and 100x compressions)
- One set of countywide color infrared GEN4 MrSID imagery mosaics (20x and 100x compressions)
- FGDC-Compliant metadata

Compensation

Total Lump Sum Fee \$104,222.00

The project fee will be considered as a "lump sum" fee. Woolpert will invoice the county each month based upon a percentage complete. All invoices to be paid within 30 days.

DELIVERABLE ACCEPTANCE

The client has thirty (30) business days to review each deliverable and submit review comments. Woolpert will review each comment together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT is entered on this day of February 20, 2024, between Woolpert, Inc., One Easton Oval, Suite 400, Columbus, OH 43219 ("Woolpert") and Athens County, Ohio ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the 2024 Athens County, OH Detention Project ("Project"), all as described below (This agreement for services is to be performed in conjunction with the Ohio State Term II Contract (Contract #534533):

1. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional services. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identifier within Woolpert's proposal.

2. Schedule: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described within Client's request and/or solicitation for services. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. Budget: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the Project budget and/or programming described within Client's request and/or solicitation for services. Client understands that a modification to the budget may reasonably impact Woolpert's planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. Fees: Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity.

5. Insurance: Woolpert maintains an insurance program, at its sole cost and discretion, which includes, but is not limited to, both professional and commercial liability. When required by a written document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its

Neither Woolpert nor Client shall be liable to the other for any indirect, direct, or consequential damage related to the project on this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders, and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United States, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., and the Export Administration Act, 50 U.S.C. any 2402-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared. In general, and these data in particular, related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way, although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes, nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available to Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work with Woolpert's services to proceed as agreed. Client's failure to coordinate its work timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement.

Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed. Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement, and unless otherwise agreed in writing. Woolpert retains all right, title, and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

applicable policies. Client shall be responsible for the procurement of insurance required by the project that is beyond Woolpert's typical insurance program. A project-responsive copy of Woolpert's ACOID specimen is available upon Client's request.

6. Communication: Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promote and enable the successful administration, coordination and delivery of scope and/or service described within this Agreement.

7. Coordination: Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom it is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations or the project's schedule, budget or quality.

8. Change Management: Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated in the circumstances, information and belief available.

9. Documentation: Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope of obligations required of this Agreement.

10. Issue: Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstances at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and as efficiently as possible.

11. Integration: This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

Athens County, Ohio
Signed: [Signature] Letitia Elshoff
Name: Letitia Elshoff
Title: Athens County Commissioner
Signed: [Signature] Charlie Adkins
Name: Charlie Adkins
Title: Athens County Commissioner
Signed: [Signature] Chris Chmiel
Name: Chris Chmiel
Title: Athens County Commissioner

Signed: 

Name: Jill Davidson

Title: Athens County Auditor

Woolpert, Inc.:
Signed: 

Name: Jeff Lovin

Title: Senior Vice President

- Attachments A, B, Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement.
- This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

Approved as to Form:

Signed: 

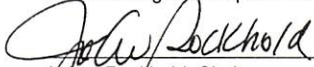
Name: Keller J. Blackburn

Title: Athens County Prosecuting Attorney

Adjourn

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjourn the above meeting.

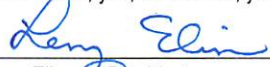
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.



JoAnn Rockhold, Clerk



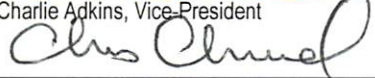
Alison Pierson, Assistant Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel