

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, July 21st, 2020, via Zoom video conferencing, due to the Covid-19 Pandemic, and following Governor Mike DeWine's social distancing orders; with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

ADJOURN

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

ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Agenda for July 21st, 2020 - Convenes at 9:30 a.m. via ZOOM

Approve Agenda

Approve Minutes from July 6th, 2020

Approve Appropriations, Transfers, New Line Items Requests/Changes

Fund to Fund Transfer: Law Library

\$8,000.00 from 1146.560100 other expense, into 2311.417100 other revenue

Approve Bills

09:30 Planner, Jessie Powers

09:45 DJFS Dir. Jean Demosky

10:15 Wayne BackCountry - Nathan Johnson

10:30 Robert Delach Bailey's Trail Funding

10:40 Rich Kasler & Frank Lavelle

10:45 Gary Silcott, Stantec

~ AGENDA ITEMS

Dog Licensing Contract with Fairfield Co.

HAPCAP Satisfaction of Mortgage

Sheriff's Department Retirement payout

Equality Statement

American Wind Week Proclamation

Dan Twilley - ACCVB resignation

HAPCAP - Change Order - City of Nelsonville Flood & Drainage Improvements.

Outdoor picnic tables

Commissioners Facebook page

Public Defender Contracts

OPWC Application - Athens County CR 75-3.48, CU02X

Lodging Tax

~ADJOURNMENT

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

MINUTES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from July 6th, 2020.

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

APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: July 21st, 2020 - Budget Transfers and Amendments.

Fund to Fund Transfer: Law Library

\$8,000.00 from 1146.560100 other expense, into 2311.417100 other revenue (Copied to page 335).

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

BILLS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 7/14/20 To: 7/21/20 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. Adkins, yea; Mr. Chmiel, yea.

PLANNER, JESSIE POWERS - Mowing Agrmt., / ODNR Paddling Enhancement Grant / CCU Coal Floodplain Review

County Planner Jessie Powers, requested the Commissioner's approval and signature on a volunteer waiver to allow a private citizen to mow a portion of the Fermdale Nature Trail pending the individual understands he may not access private property in order to do so.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Athens Belpre Rail Trail Volunteer Agreement with Kenneth Sisco, from July 1, 2020 to Sept. 30, 2020. (Agreement copied to page 336).

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

2020 ODNR PADDLING ENHANCEMENT GRANT

Also requested by the Planner was Commissioner Lenny Eliason to sign and accept the 2020 ODNR Paddling Enhancement grant to develop a put-in/ take out on the Hocking River at Savannah Park, pending conversation with Rome Township Trustees to verify they desire this development. There was discussion of the match amount being less than \$2,000 for the \$75,000 grant the actual match is \$1,577 and Mr. and Mrs. Hayes had agreed to provide that match. Commissioner Chmiel will reach out to Mr. Hayes to confirm this.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the 2020 ODNR Paddling Enhancement Grant as outlined above, pending confirmation from Mr. Hayes to meet the match amount of approx. \$2,000.00. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

~ The Planner also discussed and updated the Commissioner's CCU Coal's Floodplain Development Permit application. It is near complete because CCU Coal has obtained permits from all other regulatory bodies for the development. I haven't had a chance to review the application and requested an updated map of the development from CCU, but would discuss this following my review next week. In regards to this development and CCU's prior submission of an H&H Study, Athens County solicited proposals for review of the H&H study and potentially the proposed development as well. Proposal submitted by Environmental Design Group outlines 3 Tasks (scopes of work), which Athens County obtained services only for the H&H Review (Task 1), Task 2, Review of H&H Study Revisions, included in the proposal and price quoted was \$1,000, and Task 3, Floodplain Permit Review Technical Support, was also included and price quoted was \$2,000. This is mentioned only to remind the Commissioners of work to date on this proposed development, and potential need for third party review due to the technical nature of the development.

DJFS DIR. JEAN DEMOSKY - SEE AGENDA

COMMISSIONERS

7-21-20

ACDJFS

1. COVID19 Updates
 - a. Protocol (Used CDC protocol and risk levels, adjusted to JFS)
 - b. Safety Procedures in place
2. Contracts
 - a. Hopewell (RSVP) (See motions below)
 - b. Rural Action
 - c. ACCS
3. SNAP Supplement Increase will go out 7/28/20
4. UI \$600 ends 7/25 - Increase (of some kind) Expected (Unemployment Insurance)

DJFS - Contract w/Hopewell (RSVP)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the the DJFS Amendment #1 between DJFS and Hopewell Health Centers, increasing the contract by \$464,542.50, total contract \$852,854.79. Purchase services for Non-Emergency Transportation services for Medicaid eligible individuals, as recommended by DJFS Dir. Jean Demosky. Contract Date: 7/1/20 to 6/30/21 . Copy of contract on file in Commissioners Office.

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

DJFS - Contract w/Rural Action (Food Pantry)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the Athens County Job and Family Services Amendment#1, between DJFS and The Athens County Food Pantry, as recommended by DJFS Dir. Jean Demosky. Total Contract: \$8,500.00. Contract Period: \$8,500.00.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions and requirements governing the administration and use of the financial assistance received by or use by the SUBGRANTEE pursuant to this Subgrant Agreement. SUBGRANTEE agrees to provide high quality foods and products made from local foods to area schools and/or local food pantries or feeding sites to integrate with meals made available to students.

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

DJFS MOU AMENDMENT W/ACCS ATHENS COUNTY CHILDREN SERVICES Kinship Care

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the Amendment to increase cap per kinship youth from \$500 to \$1,000.00, as recommended by DJFS Dir. Jean Demosky. Copy of MOU on file in Commissioners Office.

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

DJFS MOU AMENDMENT (FOOD PANTRY)

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioner's signatures on the MOU for Cost Sharing at County Home Building Amendment#1, between DJFS and The Athens County Food Pantry, as recommended by DJFS Dir. Jean Demosky. Amending the start date from April 1, 2020 to July 1, 2020 for payment, due to Covid-19. Contract Period: July 1, 2020 until modified as agreed upon per Article 6.

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

AUDITOR / DOG LICENSING CONTRACT WITH FAIRFIELD COUNTY.

ONLINE DOG LICENSING SYSTEM RENEWAL AGREEMENT

OVERVIEW. This is an agreement between the County Commissioners of Athens County, Ohio (CUSTOMER) of and Fairfield Computer Services, LLC (FCS) of 144 Forrer Blvd, Oakwood, Ohio 45419 for the continued use of the Online Dog Licensing System (SYSTEM).

DURATION. This agreement is in force for an initial term of two (2) years from the date of signing. This agreement automatically renews for three (3) successive one (1) year terms, unless terminated. Either party may

SPECIFICATIONS. FCS has configured SYSTEM in accordance to the terms given in "Exhibit 1. System Specifications."

DATA SECURITY. FCS shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of data contained in SYSTEM. Such security measures shall be in accordance with recognized industry practice.

DATA BACKUP. FCS shall routinely back up SYSTEM. Such backups shall be made to enable a full recovery of SYSTEM as of the date the backup was taken. The backup practice shall be in accordance with recognized industry practice.

LICENSE DATA is defined as data on licenses, license holders, licensing transactions, license enforcement, and animal control collected and stored in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes data on 1) license descriptions, issue dates, numbers and expiration dates; 2) names, addresses, telephone numbers, and email address of license holders; 3) order numbers, items purchased, fees for purchases, payment methods, and totals; 4) license enforcement and animal control activity; 5) other administrative notes of CUSTOMER.

UPLOADED DATA is defined as electronic files transferred to and stored in SYSTEM pursuant to this agreement by CUSTOMER, their agents, and the public. Specifically, but without limitation, this includes files 1) needed as proofs for licensing; 2) having information on account holders needed to be kept on file by law; 3) used for descriptive purposes relating to license enforcement or animal control activity.

CREDIT CARD DATA is defined in this agreement as the information related to performing and managing credit card transactions executed in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes 1) credit card numbers and expiration dates; 2) credit card holder names; 3) credit card security codes; 4) reference numbers exchanged between the credit card processor and FCS. CUSTOMER DATA and UPLOADED DATA expressly do not include CREDIT CARD DATA.

OWNERSHIP. CUSTOMER owns LICENSE DATA. CUSTOMER retains intellectual property rights in any material they hold in UPLOADED DATA. FCS shall not sell, share, or make available LICENSE DATA or UPLOADED DATA to any party without the express consent of CUSTOMER or except as is directly necessary for the proper operation of SYSTEM or as required by law. FCS does not review material held in UPLOADED DATA. UPLOADED DATA is the responsibility of CUSTOMER. FCS holds all right, title, and interest in SYSTEM which includes without limitation all interfaces, menu arrangements, software and data designs, and all components of any source or object computer code that make up SYSTEM. CUSTOMER has a nonexclusive and nontransferable lease for use of SYSTEM for the duration of this agreement. CUSTOMER shall do nothing which may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM. FCS owns CREDIT CARD DATA.

DATA DISPOSITION. At the expiration or termination of this agreement, FCS shall 1) transmit LICENSE DATA and UPLOADED DATA to CUSTOMER in an electronic and reasonably organized format; 2) securely store an archival representation of LICENSE DATA and UPLOADED DATA for records retention purposes; 3) and remove LICENSE DATA and UPLOADED DATA from SYSTEM.

SETUP MATERIAL. CUSTOMER warrants that all documents, images, artwork, or other material it transmits to FCS for use in configuring SYSTEM is legally owned by or licensed to CUSTOMER.

COMPENSATION. For the services provided under this agreement, CUSTOMER compensates FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

FCS BRAND. CUSTOMER allows FCS to place on the public website of SYSTEM an inconspicuous phrase or mark identifying FCS as the developer and owner of SYSTEM with a hyperlink to the website of FCS.

DISCLAIMER. FCS disclaims all warranties not expressly contained in this agreement. This includes without limitation any warranty as to the suitability, merchantability, fitness for any particular purpose, or noninfringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work on all platforms. No representation or other affirmation of fact, including without limitation statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement is deemed a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

LIMITATION. In no event is FCS or CUSTOMER liable to the other for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall not exceed the actual amount paid to FCS by CUSTOMER. The foregoing limitations of liability does not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

FORCE MAJEURE. FCS shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of FCS, including without limitation acts of God, emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, or epidemics.

ENTIRE AGREEMENT. This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

AMENDING. Except as expressly provided herein, this agreement may not be changed or amended except by a writing executed by authorized representatives of both parties.

SEVERABILITY. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to

replace any invalid or unenforceable provision with another which closely approximates the intent and economic effect of the invalid or unenforceable provision.

NON-WAIVER. Both parties agree that the failure of the other to enforce any provision of this agreement is not a waiver of that provision or any other provision contained herein.

REMEDIES. All remedies available to either party are cumulative and not exclusive. Termination or expiration of this agreement shall not limit either party from pursuing other remedies available at law or in equity. Neither party may institute any action in any form arising out of this agreement more than fifteen (15) years after the cause of action has arisen.

ASSIGNMENT. This agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit FCS from assigning this agreement or its rights hereunder, nor require the consent of the CUSTOMER, in connection with any change of control, corporate reorganization, merger or consolidation of FCS. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing, this agreement shall be binding upon, insure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

GOVERNING LAW AND JURISDICTION. The laws of the State of Ohio govern this agreement and CUSTOMER and FCS hereby submit to the exclusive jurisdiction of the Ohio courts.

ACCEPTANCE. By signature below, the parties agree to the provisions in this document. Parties further agree that they are authorized to act on behalf of their respective organizations and to bind said organizations to the provisions herein.

CUSTOMER acknowledges that CUSTOMER has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

(Signature page copied to page 337).

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

EQUITY STATEMENT

DJFS Dir. Jean Demosky will draft a statement to include the County Commissioners in her statement. She will have a copy for review at next week's meeting.

HAPCAP SATISFACTION OF MORTGAGE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Satisfaction of Mortgage for

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the Board of County Commissioners of Athens County, with its offices located at 15 S. Court St, Athens, Ohio 45701, does hereby certify that the following described MORTGAGE DEED(S) have been fully satisfied, and the County Recorder is authorized to discharge the same of record.

Name of Mortgagor(s)

Relinda Reeves 5696 Angel Ridge Rd. Athens, OH 45701

Date of Mortgage: 07/16/2004

Date Recorded: 09/12/2007

Athens Co. Records: 370 Ref. Page 697-698

IN WITNESS WHEREOF, the undersigned has hereunto set hand this July 21, 2020, by the President of the Board of County Commissioners of Athens County, State of Ohio. Copy on file in Commissioners Office.

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

~ Commissioner Chmiel will work with Don Gossel, EMA Director to send out notifications to the Public, to send out press releases to the public after the EOC Meetings.

SHERIFF DEPT. RETIREMENT PAYOUT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Retirement payout for Steve Sedwick in the amount of \$21,917.83.

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

AMERICAN WIND WEEK PROCLAMATION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Proclamation for American Wind Week:

WHEREAS, wind energy is the largest provider of renewable energy in the country; and

WHEREAS, our state is home to 61 wind-related manufacturing facilities and 39 wind projects, providing more than 1,000 jobs for Ohioans; and

WHEREAS, the wind industry is a major economic driver in towns and counties all across Ohio, driving \$1.4 billion in total capital investments to date and providing \$6.2 million in annual lease payments to rural landowners in 2019 alone;

THEREFORE, WE, THE BOARD OF COMMISSIONERS, do hereby proclaim that Athens County "RECOGNIZES AMERICAN WIND WEEK August 9-15, 2020" and encourages its citizens to learn more about the benefits of wind energy in our community and celebrate Ohio's leadership in renewable energy production.

Signed this 21st day of July, 2020

/s/ Lenny Eliason, President

/s/ Chris Chmiel, Vice President

/s/ Charlie Adkins

ATTEST:

/s/ JoAnn Rockhold, Clerk

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

ACCVB RESIGNATION DAN TWILLEY

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the resignation of Danny Twilley from the ACCVB Board, the Clerk will send him a letter thanking him for this dedication to the Board.

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

HAPCAP CHANGE ORDER - City of Nelsonville Flood & Drainage Improvements

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving Change Order No. 1, for the City of Nelsonville Flood & Drainage Facility Improvements Project. The following change is being made to the contract price:

\$ 43,165.80	Original Contract Price
\$ 0	Previous Change/Extras
\$ 6,812.48	This Change/Extras
\$ 49,978.28	Subtotal
\$0	Deductions
\$ 49,978.28	Net Total

(Copied to page 338).

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

OUTDOOR PICNIC TABLES

Commissioner Chmiel drafted a Memo to the Commissioners regarding the use of the picnic tables behind the Annex and Courthouse, he spoke with Jack Pepper from the Health Dept. He will forward to them for review.

COMMISSIONER'S FACEBOOK PAGE

Commissioner Chmiel spoke with Chelsie McKee about working on a Facebook page for the Commissioners. The Commissioners will review the Social Media Policy and discuss next week.

PUBLIC DEFENDER CONTRACTS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the signature of the Commissioners on the 2020-2021 Public Defender Contracts, for the Villages of Albany, Amesville, Buchtel, Chauncey, Coolville, Glouster, Jacksonville & Trimble; and the cities of Athens and Nelsonville. Copies of Contracts kept on file in the Commissioner's Office.

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

ENGINEER - OPWC APPLICATION ATH-CR75 3.48 SLIP REPAIR

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize the submission and signature of Commissioner Eliason on the OPWC Application for Financial Assistance for the ATH-CR75-3.48 Slip Repair Project. Funding requested: \$235,890.00. (Copied to page 339).

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

LODGING TAX

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into contract with Sturgis web services, to build the portal for Hotel Lodging Tax payments on the Treasurer's website. Cost : to build the application will be a one time fee of \$1,000.00 . There won't be any additional maintenance or hosting costs if placed on the current treasurers site. Commissioner Eliason will touch base with the Pro. Atty.'s office to waive the late fee, and will discuss next week.

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

AUDITOR BUDGET DISCUSSION

Commissioner Chmiel wanted to discuss with Auditor Jill Thompson, the permissive sales tax report. She stated that there are many factors due to the virus at this time, with future month collections. She put together a report of carryover balances from 2017 forward, for them to review. She stated that with the second half real estate collection they will have a better idea. Also discussed was the need to be cautious of any unnecessary spending during this time.

WAYNE BACKCOUNTRY - Resolution - Nathan Johnson , Ohio Environmental Council: Trish Demeter, Carol Davey

The Ohio Environmental Council's initiative to attract eco tourism dollars to the region with The Forest Plan Revision process.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving a Resolution in support of the Wayne Backcountry Area:

Wayne Backcountry Area

WHEREAS the Wayne National Forest in Athens County offers exceptional habitat, outdoor recreation, and tourism potential;

WHEREAS the designation of a protected and named Backcountry Area centered in Athens County would attract tourism dollars, generate new career opportunities, raise local incomes, and increase local property values;

WHEREAS the designation of such a Back Country Area here would give local communities and local businesses a convenient platform to promote the identity, history, and economy of the region;

WHEREAS the Wayne National Forest is currently revising its 2006 forest management plan;

WHEREAS approximately 90 miles of non-mechanized hiking, backpacking, and horseback riding trail — including the Buckeye Trail and North Country National Scenic Trail — are located in the northern tier of the Athens Unit of the Wayne National Forest, but are not currently served by a unified Management Area;

WHEREAS approximately 30,000 acres of the Wayne National Forest are co-located with and surround these nonmechanized trails — specifically, the current Athens Unit FSM (Forest Shrubland Mosaic), FOP (Future Old Forest), and DCF (Diverse Continuous Forest) Management Areas located north of State Routes 93, 216, and 685;

WHEREAS the aforementioned Management Areas contain approximately 6 roadless parcels greater than 1,000 acres in size — significant for Ohio and the Wayne;

WHEREAS a U.S. Forest Service determination that the acres currently encompassed by the aforementioned Management Areas are unsuitable for timber production, new road building, and mineral leasing will protect and enhance ecological, aesthetic, and recreational values

that power this region's outdoor experience economy; and

WHEREAS the unification and protection of these management areas as a named Backcountry Area set aside from commercial timber production, mineral leasing, and road building will help position the region as a top destination for hunting, hiking, backpacking, and camping in deep woods and old-growth.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Athens County, Ohio requests that the United States Forest Service designate a named and protected (unsuitable for timber production, mineral leasing, and road construction) Backcountry Area in the northern tier of the Wayne National Forest's Athens Unit totaling approximately 30,000 acres and encompassing the current Athens Unit FSM (Forest Shrubland Mosaic), FOF (Future Old Forest), and DCF (Diverse Continuous Forest) Management Areas located north of State Routes 93, 216, and 685.

Signed this 21st day of July, 2020

/s/ Lenny Eliason, President

/s/ Chris Chmiel

/s/ Charlie Adkins

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

ROBERT DELACH - BAILEY'S TRAIL FUNDING - WNF Dawn McCarthy

~ Commissioner Eliason stepped out of the meeting, due to being an ORCA Board member.

Mr. Delach wanted to discuss the report sent to the Commissioners for review regarding usage and data. He stated that while no surveys are being collected at this time due to the Covid-19 pandemic, the report is one that is provided to ORCA, using marketing technics through 3 social media platforms: Facebook, Twitter and Instagram. Most of the data goes back to May 29th.

Commissioner Adkins expressed his support for this project, but is concerned about the current budget situation and how it impacts the county as a whole. He asked Dawn McCarthy, Wayne National Forest, what the status is on hiring an Executive Director for ORCA. She stated that interviews were concluded yesterday and should have someone in the next two weeks.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to match Athens City's \$35,000.00 donation in funding, to go toward the next ten (10) miles of construction of the Bailey's Trail.

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

~ Commissioner Eliason stepped back into the Meeting

US50 SEWER - ACWSD SUPT. RICH KASLER AND ATTY. FRANK LAVELLE EXECUTIVE SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 11:15 with Atty. Frank Lavelle, ACWSD Supt. Rich Kasler, Clerk JoAnn Rockhold to discuss litigation.

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

REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 11:27.

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

HDR, INC. TERMINATION AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the termination agreement with HDR, Inc., and acquire all signatures.

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

STANTEC, GARY SILCOTT Updates and Contract

Updates on rates/structure, multiple phases before proceeding with the US50 Sewer Project. He stated that by doing the initial phase, using committed USDA funds, and 7 or 8 of the sites, and applying for additional funding as the project evolves, he feels he can get rate down to just under \$70.00.

STANTEC, Contract - US50 Sewer

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing the Commissioners's signatures on the Contract with Stantec, Gary Silcott, moving forward to get to the next stage. He will forward a copy to the Commissioners for signatures.

Copied to 339 (back) and 340).

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

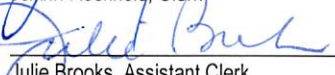
ADJOURN

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

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



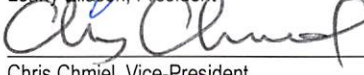
JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins

REV. FF1-2010

Fund To Fund Transfer
Request Form

From Fund 001 General
Number Name
To Fund 311 Law Library
Number Name

Law Library Agency or Department Roy Nalazek Requested By 7/20/20 Date

Reason for Transfer: To pay for Prosecutor publications with monies appropriated for that purpose.

RECEIVED

JUL 20 2020

Jill Thompson
Athens County Auditor

Please process a Fund to Fund Transfer in the amount of \$ 8,000.00

From 1146 560100 other expense
Expense Line-Item Line-Item Name
To 2311 417100 other revenue
Revenue Line-Item Line-Item Name

R. J. H. H. H.
Authorized Signature Date 7/20/20

AUDITOR & COMMISSIONERS USE ONLY

Athens County Commissioners Approval Needed? YES ☒ NO ☐Request has been Approved ☐ Denied ☐ Tabbed ☐

Approval Signatures

Alan Ferguson
Auction Office Date 07-20-20

[Signature]
Commissioners Office Date 7.21.20

SUBMIT THIS FORM TO THE COUNTY AUDITOR'S OFFICE

P-5

Record Number	Year	Per Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2020	07/21/2020	4877MCA107	Transfer	1,000.00	1,000.00	Pending Approval
2	2020	07/21/2020	4877MCA107	Transfer	21,917.83	21,917.83	Pending Approval

** END OF REPORT - Generated by John Hockhold **

munis

Athens County
BUDGET TRANSFERS AND ADJUSTMENTS07/21/2020 11:16
4877jrockhold

7/22/2020

Athens County Regional Planning Commission

280 West Union Street, Suite B
Athens, OH 45701Telephone: 740.517.4543
Email: jpowar@athensoh.org

Athens Belpre Rail Trail Volunteer Agreement

Check one: ☒ Adult (age 18 and up)☐ Minor (age 13 to 17)Volunteer Name: Kenneth SislerVolunteer Group (if applicable): N/AAddress: 26552 Rock St.City: Cecilville State: OH Zip: 45723Home Phone: (740) 447-8235 E-mail: comler@yahoo.comSection of Trail where work will take place: Between Washington County Line & box culvert SR 7Agreement Dates: July 1, 2020 to Sept. 30, 2020

Beginning

Ending

Contract of Agreement

THIS AGREEMENT is entered into between Kenneth Sisler
hereafter called the VOLUNTEER, and the BOARD OF ATHENS COUNTY COMMISSIONERS, hereafter called
the COUNTY.

WHEREAS, the VOLUNTEER is prepared to provide services as follows:

Trimming trees, hauling brush, clearing trail edges, mowing and weed clearing with a weed whip, other trail
improvement activities as needed

WHEREAS, the VOLUNTEER agrees to provide the above services at the following times:

Saturday, October 1, 2016 7/1/20 to 9/30/20; andWHEREAS, in consideration of the mutual benefits to be obtained, the COUNTY and the VOLUNTEER do
hereby mutually agree as follows:The COUNTY, through the Board of Commissioners or their designee, shall decide on all questions which
may arise as to quality, fitness, promptness and acceptability of service provided by the VOLUNTEER and
therefore the Board or their designee may void or cancel this agreement by giving written notice to the
VOLUNTEER, thereby voiding or canceling said agreements and their determination and decision shall be
final and conclusive. The VOLUNTEER may cancel this agreement at any time, for any reason by giving notice
to the Board of Commissioners.VOLUNTEER hereby releases, waives, discharges, and covenant not to sue COUNTY, its officers, employees,
and agents from liability from any and all claims including the negligence of COUNTY, its officers, employees,
and agents, resulting in personal injury, accidents, or illnesses and property loss arising from, but not limited
to, volunteering for the Athens Belpre Rail Trail.VOLUNTEER agrees to IDENTIFY AND HOLD COUNTY HARMLESS from any and all claims, actions, suits,
procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a direct result of
VOLUNTEER'S negligence, recklessness or intentional conduct.VOLUNTEER understands that services provided to Athens Belpre Rail Trail are strictly in a voluntary capacity
without any express or implied promise of salary, compensation or other payment of any kind whatsoever.
VOLUNTEER further understands that the services provided are furnished without any employment-type
benefits, including employment insurance programs, worker's compensation accrual in any form, vacations
or sick time.IN WITNESS WHEREOF, this agreement and all duplicate copies are effective upon execution by all intended
parties.By: [Signature] 7/1/20
Volunteer DateBy: [Signature] 7/21/20
Commissioner DateBy: [Signature] 7-22-20
Commissioner DateBy: [Signature] 7-29-20
Commissioner Date

The following waiver must be completed for volunteers less than 18 years of age.

Release and Waiver for Minor

I/We, the undersigned, parent(s)/guardian(s) of _____
a minor under the age of eighteen (18), do hereby grant permission for said minor to participate in an
Athens County Trail Volunteer program. In consideration of said minor being allowed to participate in the
program, I/We, intending to be legally bound, hereby, for myself/ourselves, my/our heirs, executors and
administrators, voluntarily assume all risks of accident or injury and release and forever discharge Athens
County, and its employees, officers and agents from any and all liability for personal injury or property
damage of any kind sustained in association with participation in the program, whether such personal injury
or property damage of any kind is caused by the negligence of Athens County or its employees, officers or
agents, or otherwise.I/We further agree that said minor will abide by all applicable rules and regulations promulgated by Athens
County and will follow the instructions of all supervisors and/or instructors who are connected with this
program.

Volunteer _____ Date _____ Parent/Guardian _____ Date _____

CUSTOMER acknowledges that CUSTOMER has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

Larry Eliason
(signature)

Larry Eliason
(printed)

Chadwick
(signature)

Chadwick
(printed)

Chadwick
(signature)

(printed)

Date: _____

FAIRFIELD COMPUTER SERVICES, LLC

Wendy Oehlers
(signature)

Wendy Oehlers
(printed)

Title: President

Date: 07/26/2020

PROSECUTING ATTORNEY, Approved as to form

Heller J. Blackburn
(signature)

Heller J. Blackburn
(printed)

Date: 7/20/2020

WITNESS(ES)

Sally Brink
(signature)

Sally Brink
(printed)

John Rockhold
(signature)

John Rockhold
(printed)

CHANGE ORDER NO. 1Project: City of Nelsonville - Flood & Drainage Facility ImprovementsDate: 7.17.20 Contract No. B-F-18-1AE-1

I. The following changes are hereby made to the contract documents (attach documentation):

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

\$ 43,165.80	Original Contract Price
\$ 0	Previous Change/Extras
\$ 6,812.48	This Change/Extras
\$ 49,978.28	Subtotal
\$ 0	Deductions
\$ 49,978.28	Net Total

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

_____ Increased by _____ calendar days

_____ Decreased by _____ calendar days

making the date for completion of all work _____

IV. ☒ There will be no claims for damages resulting from this change.☐ Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____.Change Request By: Jason Wilson [Signature] Date: 7-17-20Change Recommended By: Bobby Fuller [Signature] Date: 7/17/20Change Accepted By: Nathan Simons [Signature] Date: 7.17.20Change Accepted By: Lenny Eliason _____ Date: _____

Change Accepted By: _____ Date: _____

State of Ohio
Public Works Commission
Application for Financial Assistance

APPLICANT: Athens County
Subdivision Code: 208-00000
District Number: 18 County: Athens Date: 8/20/2020
Contact: Jeff Mathews, Athens County Engineer
Phone: (741) 592-6514
Email: jmathews@athensohio.gov FAX: (741) 592-6518

Project Name: 1714-0018-3.45 Site Repair Zip Code: 45701

Subdivision Type:
☒ 1. County
☐ 2. City
☐ 3. Township
☐ 4. Village
☐ 5. Water Supply
☐ 6. Waterworks
☐ 7. Solid Waste
☐ 8. Sewerage

Project Type:
☐ 1. Road
☐ 2. Bridge/Culvert
☐ 3. Water Supply
☐ 4. Waterworks
☐ 5. Solid Waste
☐ 6. Sewerage

Funding Requested Summary:
 Total Project Cost: \$27,100.00
 1. Grant: \$23,800.00
 2. Local: \$0.00
 3. Loan Assistance / Credit Enhancement: \$0.00
 Funding Requested: \$23,800.00

District Recommendation (To be completed by the District Committee)
 Funding Type Requested: SCIP Loan + Rate: % Term: Yes Amount: \$0.00
☐ State Capital Improvement Program
☐ Local Transportation Improvement Program
☐ Sewerage Loan Program
☐ Small Development Program
 District 30 Priority: Loan Assistance / Credit Enhancement: Amount: \$0.00

For OPWC Use Only
 STATUS: Grant Amount: \$0.00 Loan Type: ☐ SCIP ☐ RLP
 Project Number: Loan Amount: \$0.00 Date Construction Ends:
 Total Funding: \$0.00 Date Maturity:
 Release Date: Local Participation: % Rate: %
 OPWC Approved: OPWC Participation: % Term: Yes

Form OPWC001 Rev. 10/16 Page 1 of 3

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services		
Preliminary Design	\$0.00	
Final Design	\$23,800.00	
Construction Administration	\$15,000.00	
Total Engineering Services:	\$38,800.00	17 %
Right of Way:	\$0.00	
Construction	\$273,000.00	
Materials Purchased Directly:	\$0.00	
Permits, Advertising, Legal:	\$0.00	
Construction Contingencies:	\$0.00	0 %
Total Estimated Costs:	\$273,100.00	

1.2 Project Financial Resources

Local Resources		
Local In-Kind or Future Account:	\$0.00	
Local Revenues:	\$75,210.00	
Other Public Resources:	\$0.00	
GOVT / FINA FID:	\$0.00	
USDA Rural Development:	\$0.00	
OEPA / ONDA:	\$0.00	
CDBG:	\$0.00	
County Collaborative of Community Dev. Yarnall:	\$0.00	
Department of Development:	\$0.00	
Other:	\$0.00	
Subtotal Local Resources:	\$75,210.00	12 %

OPWC Funds (Check all requested and enter Amount)

Grant: 100 % of OPWC Funds	\$23,800.00	
Loan: 0 % of OPWC Funds	\$0.00	
Loan Assistance / Credit Enhancement:	\$0.00	
Subtotal OPWC Funds:	\$23,800.00	8 %
Total Financial Resources:	\$75,210.00	12 %

Form OPWC001 Rev. 10/16

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1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer (CFO) certifying all local resources available for the project will be available on or before the earliest date listed in the project schedule. The CFO's statement will not be released until the local resources are available. Failure to meet local funds may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement of New / Expansion

2.1 Total Portion of Project Repair / Replacement:	\$23,800.00	100 %
2.2 Total Portion of Project New / Expansion:	\$0.00	0 %
2.3 Total Project:	\$23,800.00	100 %

3.0 Project Schedule

3.1 Engineering / Design / Right of Way: Begin Date: 8/20/2020 End Date: 8/20/2020

3.2 Bid Advertisement and Award: Begin Date: 8/20/2020 End Date: 8/20/2020

3.3 Construction: Begin Date: 8/20/2020 End Date: 12/31/2020

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed. Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-phased, information must be submitted in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure
 Project Useful Life: 100 Years Age: 1900 (Year built or year of last major improvement)
 Attach Registered Professional Engineer's statement, with seal and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 111 Year 2018 Project ADT 174 Year 2068

Water / Wastewater: Based on monthly usage of 4,500 gallons per household attach current ordinance.

Residential Water Rate: Current \$ Proposed \$

Number of households served: Current \$ Proposed \$

Residential Wastewater Rate: Current \$ Proposed \$

Number of households served: Current \$ Proposed \$

Stormwater: Number of households served: Current \$ Proposed \$

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4.3 Project Description

A. SPECIFIC LOCATION (Supply a written location description that includes the project term, a map does not replace this requirement.) 300 character limit.
 The site is located in Section 12, East Township, Athens County, on Athens County Road 75 - Charlie Ridge Road in the 3.45 mile marker. It is approximately 0.2 miles south of the 1752 (Carney) RD intersection.

B. PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement.) 1,000 character limit.
 Construct a 10' wide curb and gutter.
 Full depth pavement repair consisting of 8" thick 304 aggregate and 4" thick of asphalt.
 Construct guardrail to protect the traveling public from the west.

C. PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and name, right-of-way, etc. in detail.) 500 character limit.
 The 10' wide curb will be approximately 130' long. The existing road (10' wide) will be required for an approximate length of 130'.

Form OPWC001 Rev. 10/16

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5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Jerry Elson
 Title: President, Athens County Commissioners
 Address: 18 S. Court Street
 Room 314
 City: Athens Date: 08/14/2020
 Phone: (741) 592-3218
 FAX: (741) 594-6010
 E-Mail: jmathews@athensohio.gov

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Jeff Thompson
 Title: Athens County Auditor
 Address: 18 S. Court Street
 Room 310
 City: Athens Date: 08/14/2020
 Phone: (741) 592-3222
 FAX: (741) 594-3270
 E-Mail: jmathews@athensohio.gov

5.3 Project Manager

Name: Dennis Stevens, PE, PS
 Title: Athens County Engineer
 Address: 16000 Canaway Road
 City: Athens Date: 08/14/2020
 Phone: (741) 592-6514
 FAX: (741) 592-4418
 E-Mail: jmathews@athensohio.gov

Form OPWC001 Rev. 10/16

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6.0 Attachments / Completeness review

Complete the following items in this section. Attach all attachments. (Check each type)

- ☐ A completed copy of the project agreement signed by the project official of record and the Commission. This document must be signed by the project official of record and the Commission. This document must be signed by the project official of record and the Commission.
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7.0 Applicant Certification

The undersigned certifies that I am the authorized official of the project and I am certifying that the project is in compliance with the Ohio Public Works Commission's requirements. I am certifying that the project is in compliance with the Ohio Public Works Commission's requirements. I am certifying that the project is in compliance with the Ohio Public Works Commission's requirements.

Applicant certifies that physical construction on the project as defined in the application has not begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action by the County will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Jeff Elson, President
 Athens County Commissioners
 (Signature)
 Date: 8/14/2020

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PROFESSIONAL SERVICES AGREEMENT

Page 3

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destroy or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore will continue to take reasonable steps to protect the Personal Information as it then exists and will proceed with the destruction of the Personal Information within a reasonable period of time if more than 90 days after the legal obligation to keep the Personal Information has expired.

ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral, relating to the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference. However, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall have precedence.

SEVERABILITY. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA FIDELITARIUM. The parties agree that in the event this Agreement is subject to interpretation or contribution by a third party, such that such party shall not constitute this Agreement or any part of it against either party as the drafter of this Agreement.

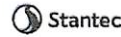
THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES. The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

Athens County Commissioners

Stantec Consulting Services Inc.

 (Name of Client Representative)
 (Print Name of Client)
 Signature: *[Signature]*

 Gary D. Smith, P. Eng., Principal
 (Print Name of Stantec Representative)
 Signature: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of this Agreement SEVEN:

Athens County Commissioners

(hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(hereinafter called "Stantec")

EFFECTIVE: July 23, 2020

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Redesign of Sites 01-04, 07 and 09-12 for rebuilding including removing Site 02 using information provided by HCA, in the contract documents to reflect a proposed project as approved by USDA, administer the bidding process including coordinating a bid opening date and assist the County with reviewing and recommending potential bidders for the proposed 4 phases of construction.

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: July 21, 2020

Estimated Completion Date: October 31, 2020

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

One Hundred Thousand and No / 100 dollars which includes the FID referenced below.

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plot, P&M, CDs and report materials, communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices), office expenses (e.g., postage, courier, equipment, common software and other supplies), staff travel mileage/transportation and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subcontractors, travel, accommodation and meals, project-specific printing of deliverables, consumable usage charges for specialized field equipment and company-owned, leased or rented project vehicles, external testing fees, charges and other external services, specialized computer software costs, and other significant project-specific expenses will be included in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subcontractors, contractor, lab and other third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Page 2

minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not reasonably adjusted, for the preceding July, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not reasonably adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

The revisions are based upon information provided by HCA and Stantec will make every effort to review and prepare revisions based on its best engineering judgement.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Labor Rate Table

INSURANCE REQUIREMENTS: Before any services are provided under this Agreement, Stantec shall procure, and maintain, insurance coverage during the term of this Agreement.