TO: Board of County Commissioners  
     County Counselor

FROM:  Shane Krull, County Administrator

DATE:  January 15, 2020

SUBJECT: STUDY SESSION AGENDA

Start Time:  9:30am

1. General Discussion.
2. Discuss RFP result for Project 19-01-SB (668) Evening Star Culvert on Evening Star Road 0.28 mile south of 169 Hwy with Matthew Oehlert.
3. Discuss closing all non essential offices on October 12, 2020 for county wide training with Holly Ray.
4. Ken Boone with the Olsson Studio will discuss the firm’s proposal to update the comprehensive plan.  10:30am
5. Discuss PBC /series 2020A and 2020B Convertible Refunding Revenue Bonds.
MIAMI COUNTY
STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Matthew Oehlert
REQUESTED MEETING DATE: Wednesday, January 15, 2020

DEPARTMENT: Road and Bridge
REQUESTED MEETING:
☒ STUDY SESSION ☒ REGULAR MEETING

CONTACT INFORMATION: moehlert@miamicountyks.org
PROJECT / REFERENCE NUMBER: 19-01-SB (668)

AGENDA SUBJECT:
Discuss and Award Design Services for Project 19-01-SB (668)

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
Discuss RFP results and Award for Survey and Design Services for Miami County Project #19-01-SB (668) Evening Star Culvert located on Evening Star Road 0.28 mile south of 169 Hwy.

REQUESTED ACTION / STAFF RECOMMENDATION:
Commission to award Survey and Design for Evening Star Culvert Project 19-01-SB (668).

BUDGET IMPACT:

BUDGET AVAILABLE FOR THIS ITEM: $
BUDGET REMAINING FOR THIS ITEM: $

FUND / LINE ITEM TO BE CHARGED: #### #### ####
ITEM BUDGETED?: ☒ YES ☐ NO
CAPITAL PROJECT?: ☒ YES ☐ NO

Matthew Oehlert
Digitally signed by Matthew Oehlert
Date: 2020.01.09 08:28:47 -06'00'

SUBMITTER'S SIGNATURE: ___________________________ DATE: 1/9/2020
<table>
<thead>
<tr>
<th>FISCAL REVIEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGAL REVIEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADMINISTRATOR REVIEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY CLERK'S OFFICE USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Action Taken:</td>
</tr>
<tr>
<td>□ Accepted □ Denied □ Postponed □ Acknowledged</td>
</tr>
<tr>
<td>Date Action Taken:</td>
</tr>
<tr>
<td>Required Follow-up Date:</td>
</tr>
<tr>
<td>Publication Required:</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Submitted to Publication By:</td>
</tr>
<tr>
<td>NPG Account Number:</td>
</tr>
<tr>
<td>Mailed By:</td>
</tr>
<tr>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Firm</td>
</tr>
<tr>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>BG Consultants</td>
</tr>
<tr>
<td>Kaw Valley Engineering, Inc</td>
</tr>
<tr>
<td>Pfefferkorn Engineering &amp; Environmental</td>
</tr>
</tbody>
</table>
Project 19-01-SB (668)
Evening Star Road 0.28 mile south of 169 Hwy
Columbus Day is October 12, 2020. Several counties in Kansas utilize Columbus Day as an employee training day.

Your approval is requested to close all non essential offices on Columbus Day, October 12, 2020. Employees are required to be at work to complete required training in the areas of safety, infection control, harassment prevention and customer service. Training helps to reduce the risk of incidents including safety, property and liability. Included is a rough draft of the training agenda. With your approval, we will begin to confirm speakers and training.

Approval to close non essential offices on October 12, 2020 to allow for county wide training.

$5000.00

Fund / Line Item:
100-90-2002

Funds Budgeted: Yes  No

Capital Project: No  No
<table>
<thead>
<tr>
<th><strong>FISCAL REVIEW</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>1/9/2020</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LEGAL REVIEW</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>1/10-20</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ADMINISTRATOR REVIEW</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>1/10-20</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>COUNTY CLERK’S OFFICE USE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Action Taken:</td>
<td></td>
</tr>
<tr>
<td>□ Accepted</td>
<td>□ Denied</td>
</tr>
<tr>
<td>Date Action Taken:</td>
<td></td>
</tr>
<tr>
<td>Required Follow-up Date:</td>
<td></td>
</tr>
<tr>
<td>Publication Required:</td>
<td></td>
</tr>
<tr>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Submitted to Publication By:</td>
<td></td>
</tr>
<tr>
<td>NPG Account Number:</td>
<td></td>
</tr>
<tr>
<td>Mail Distribution Required:</td>
<td></td>
</tr>
<tr>
<td>□ Yes</td>
<td>□ No</td>
</tr>
</tbody>
</table>
AGENDA

Miami County Kansas Government Employees Training & Development Day
Non-essential offices closed for required training
October 12, 2020, Columbus Day
8:00 am – 4:30 pm

Welcome Introduction 8:00am-8:30pm Board of County Commissioners, County Administrator

Attendees: All County Employees
Please read: Reading list
Please bring: Supplies list

8:30am – 9:30am Leadership/We are all leaders Location
Presenter

9:45am – 10:45am Breakout Session #1 Location
Harassment Prevention Training (1 session required)
Safety Training (1 session required)
Computer Training

11:00am – 12:00pm Breakout Session #2 Location
Harassment Prevention Training (1 session required)
Safety Training (1 session required)
Verbal Judo

Noon – 12:45pm Lunch

1:00pm – 4:00pm Active Shooter Training Location
LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

December 20, 2019

Miami County, Kansas
Attn: Teresa Reeves
201 S Pearl Street, Suite 201
Paola, KS 66071

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
   Miami County Comprehensive Plan (the “Project”)
   Miami County, Kansas

Dear Ms. Reeves:

It is our understanding that Miami County, Kansas (“Client”) requests Olsson, Inc. DBA Ochsner Hare & Hare, the Olsson Studio (“Olsson”) to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson’s General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the “Agreement”) for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services (“Scope of Services”) to Client for the Project as more specifically described in “Scope of Services” attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.
If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By ____________________________  By ____________________________
Ken Boone, Vice President           Korey Schulz, Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

MIAMI COUNTY, KANSAS

By ____________________________
Signature

Print Name ____________________________

Title ____________________________ Dated ____________________________

Attachments
General Provisions
Scope of Services
SECTION 3—CLIENT'S RESPONSIBILITIES

3.1 Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probe, or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating, or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)’ applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for governmental authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or subconsultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson.
diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor’s safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designee, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 “Record Documents”: Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a “for cause” termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson’s final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a “for cause” termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client’s convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson’s Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson’s actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1 Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as “Disputes”) which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subcontractor or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson’s home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.
in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall retain samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, vicios and
7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party’s individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson’s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson’s fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson’s services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.
Client will provide Olsson with existing conditions data, including:

- **GIS data:**
  - Parcels
  - City and county boundaries, including urban growth management areas and/or extra-territorial jurisdiction boundaries
  - Existing and future land use
  - Existing zoning
  - Special use districts and overlay zones
  - Utility locations/networks
  - Transportation networks (all modes)
  - Natural features, including floodplain/floodway, waterbodies, wetlands, open space, tree masses, greenways, et cetera
  - Commission districts
  - Public facilities, including fire and police stations, schools, libraries, et cetera
  - Planimetric data (pavement edges, sidewalks, parking lots, building footprints, et cetera)

- Available economic development data (vacancy/occupancy rates, building permits awarded, et cetera)
- Census and other relevant data for Miami County, the larger market service area, townships, and cities within the county; specifically, demographic data, housing, and economics

All data will be comprehensively mapped to analyze the county in its existing state.

Olsson will gather and review demographic data for Miami County and analyze trends to determine impacts on planning matters.

Data visualization tools will map a wide range of data sets for Miami County and compare conditions with surrounding jurisdictions. Olsson will coordinate with county staff to collect and review all applicable plan documents and development regulations within Miami County.

Documents to be reviewed by Olsson include:

- Economic Development Strategic Plan, plus supplemental documentation (2019/2020)
- Comprehensive Transportation Plan (1995)
- Zoning regulations
- Subdivision regulations

Olsson shall supplement all data with two (2) site visits to analyze current conditions and photograph the county’s prominent corridors, developments, and land uses. This photographic inventory will primarily focus on documenting the quality and conditions of the built environment, development patterns, and general county aesthetics and character.

Olsson understands that an economic development strategic plan for the county is simultaneously being developed by Ady Advantage. Olsson will reference and review this document for Project economic data. Additional economic/market information shall be considered as additional services.
Once a vision has been established, Olsson will host a two (2) two-day planning workshops to develop future land uses and improvement efforts within Miami County. Olsson will prepare imagery, graphics, analysis mapping, and preliminary planning concepts to spark discussions and gather feedback. Exhibits and conversations will be topical to ensure feedback is valuable and applicable. Based on reactions received, Olsson will explore planning and design solutions for Miami County, addressing land use, transportation, utilities, sustainability, development and redevelopment, and market and economics. Such efforts will be done by hand.

Workshops include a series of stakeholder and technical committee progress sessions, preference and visioning exercises, and ongoing planning and design sessions. Both events will include an open house (open house #1 and open house #2) for all community members to view progress from the workshops and share feedback.

Client shall provide a space and pay required reservation fees for the planning workshops. Spaces shall follow these requirements:

- Accommodate at least 40 people
- Have ample blank wall space (no windows preferred)
- Have walls without art and other attached materials
- Have walls that painters’ tape may be affixed to
- Have layout tables that can be moved into various arrangements
- Have chairs for the tables
- Have electrical outlets
- Have Wi-Fi
- Be secured at night so all materials can be left out and on walls and tables
- Allow Olsson access from, at a minimum, 7:30 AM to 6:00 PM
- Have no other events scheduled to use space during the workshop (at any time, day or night)

Following the open houses, Olsson shall refine Project concepts and evaluate preferred planning concepts generated in the workshops and open houses; align concepts with goals and objectives identified in the visioning workshop; and analyze how concepts complement or contradict principles of the current comprehensive plan.

Open houses may be conducted in the same facility as the workshops, depending on size, availability, and accommodation. Olsson will coordinate with Client on requirements for the open house space.

Once the preliminary plan has been reviewed by Client, planning commission, and the Board of County Commissioners; a third open house (open house #3) will be conducted by Olsson. Prior to open house #3, but on the same day, Olsson will host a “first look” stakeholder and technical meeting for committee members to review the draft recommendations to be presented at the open house.

**Deliverables:** Visioning workshop summary document; Project website with integrated survey; up to five (5) press releases; one (1) postcard mailer; draft of Section 3 - Community Engagement

**Meetings:** One (1) visioning workshop; two (2) planning workshops; three (3) public open houses; one (1) additional stakeholder and technical committee meeting
ASSUMPTIONS

- All services shall be completed one (1)-time only. Repetition of any tasks, beyond the design/review processes described above shall be considered as additional services.
- The Economic Development Strategic Plan provided by Ady Advantage will be the source of economic/market data and findings for the Project. Additional economic/market data and findings shall be considered as additional services.

EXCLUSIONS

- Hard copies and/or printing of comprehensive plan
- Construction documents
- As-built drawings/certifications
- Field and construction services including construction staking, testing, and observation
- Permit fees
- Project-related permitting
- Easement legal descriptions and exhibits
- Items not specifically included in the Scope of Services above

Upon execution of Agreement, a Certificate of Insurance, with Client listed as insured, shall be submitted to comply with coverage limits for Project.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.