

RESOLUTION RECEIVING QUOTE AND AWARDING TO GEO-CENTRIC CONSULTING FOR PROFESSIONAL SERVICES FOR ADDRESSING GIS DIGITIZING, DEPT OF PLANNING AND DEVELOPMENT

WHEREAS, on April 3 2023, a quote was received for professional consulting services; and

WHEREAS, Jake Brand, Director of Planning and Development, has recommended to award the proposal with the following terms:

Scope: Professional services related to addressing GIS Digitizing
Parties: Geo-Centric Consulting, Inc. 8970 Knotty Pine Lane, Chardon OH 44024
Cost: Not to exceed \$22,500.00
Term: One year upon signing

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office;

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-250

April 25, 2023

RESOLUTION RECEIVING QUOTE AND AWARDING TO GEO-CENTRIC CONSULTING FOR PROFESSIONAL SERVICES FOR ADDRESSING GIS DIGITIZING, DEPT OF PLANNING AND DEVELOPMENT

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 25th day of April 2023, by and between Geo-Centric Consulting, Inc. ("CONSULTANT") and Ashtabula County Board of Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

III. BILLING AND PAYMENT

CONSULTANT shall submit billing to ASHTABULA COUNTY as per Exhibit B setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

V. TERM

The term of this Agreement shall be for one year from the date set forth above.

VI. TERMINATION OF AGREEMENT

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT immediately shall

cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** CONSULTANT shall maintain workers' compensation coverage as required by Ohio law.

(d) **Professional Liability.** CONSULTANT shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. CONSULTANT will replace certificates for any insurance expiring prior to completion of work under this Agreement.

IX. LIABILITY

(a) CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

X. CONFIDENTIALITY

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

XI. AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

XII. GOVERNING LAW

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

XIII. DISPUTE RESOLUTION

CONSULTANT and ASHTABULA COUNTY agree to comply with all terms of this Agreement. Should a dispute arise between either party concerning breach of this Agreement, CONSULTANT and ASHTABULA COUNTY shall choose a mediator from the Ashtabula County Bar Association, or from a bar association located within a county adjacent to Ashtabula County. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any dispute between the parties to the extent in which the parties cannot resolve their disputes by mediation.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

XV. MISCELLANEOUS

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives. Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XVI. NOTICES

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To CONSULTANT: Richard J. Kotapish, GISP
 Geo-Centric Consulting, Inc.
 8970 Knotty Pine Lane, Chardon, OH 44047

To ASHTABULA COUNTY:
 Jake Brand, Director
 Ashtabula County Department of Planning and Development
 25 West Jefferson Street
 Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

XVII. SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

ASHTABULA COUNTY BOARD OF COMMISSIONERS:

By:  Date: 4-25-23

Its: President

GEO-CENTRIC CONSULTING, INC.


By: _____

Date: **April 4, 2023**

Its: President

Exhibit A

Scope of Services

ASHTABULA COUNTY is the authoritative source for creating and eliminating structure addresses for twenty-six Townships throughout Ashtabula County.

A specialized Ashtabula Address Manager application will be developed using ASHTABULA COUNTY's ESRI ArcGIS Pro software. This tool will eliminate existing workflows, reduce work, and provide timely distribution of new and retired addresses to the County Auditor's Office, the Emergency Management Agency (E911), Townships, and the U.S. Post Office. The Ashtabula Address Manager will automatically send emails to these offices. This can be set up to run however often you would like. This will enhance public safety, given that emergencies may occur at a newly assigned address that was not sent yet to the Emergency Management Agency.

Scope of Services

CONSULTANT proposes to create a digital address grid that will support an easy-to-use Ashtabula Address Manager project built upon the ArcGIS Pro GIS mapping software from ESRI. This digital address grid shall be based upon the current address grid mylars and, optionally, the Saybrook Township addressing Book.

Existing scanned maps will be georeferenced and used as an underlying guide for developing the address grid. Grids will be created on a community basis but will be integrated and meshed countywide where feasible and applicable. All geo-referenced scans and the resulting grid will be displayed in ArcGIS Pro for reference during address updates.

We also propose to develop a simple workflow within ArcGIS Pro that will facilitate the creation and elimination of address points based on existing address ranges associated with the street centerlines. Your office will have total control of the address numbers assigned based on a review of the suggested address point(s) relative to the address grid.

Python programming shall provide for an automated nightly email to be sent to the County Auditor's Office and E911 Fire and EMS. New addresses will also be made available digitally to the Ashtabula County Auditor for inclusion in the real estate database and display in their web mapping applications.

The Ashtabula Address Manager data will be hosted on the ESRI Geospatial Cloud. This will protect your data and the application's confidentiality, integrity, and availability.

We will provide four hours of training on using the Ashtabula Address Manager application and a detailed help document documenting every step of the addressing process.

ASHTABULA COUNTY'S Responsibilities

ASHTABULA COUNTY'S responsibilities include reviewing and accepting the Ashtabula Address Manager application and the purchase of one license of ArcGIS Pro Basic (\$700 per year).

Exhibit B

Fees for Services

Georeferencing and digitization of approximately 150 mylar address grid maps, development of the Ashtabula Address Manager application and notification procedure: **\$13,500**

Annual maintenance fee to maintain and administer the Ashtabula Address Manager application: **\$3,000**

Total: \$16,500

Optional services – Saybrook Township

Data conversion and integration of 515 Saybrook Township graph paper-based maps: **\$6,000**

Optional Included Total: \$22,500