

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 21, 2017**

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**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

**Present:**  
**Jeff Benton, President**  
**Gary Merrell, Vice President**  
**Barb Lewis, Commissioner**

**1**  
**RESOLUTION NO. 17-1338**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 18, 2017:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 18, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**PAULA ROLLER, DIRECTOR OF TURNING POINT**  
**BRANDON FELLER- PRESIDENT UNITED WAY OF DELAWARE COUNTY**

**UNITED WAY PROJECT UPDATE ON TURNING POINT**

**5**  
**RESOLUTION NO. 17-1339**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1220, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1220 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1220:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1220, memo transfers in batch numbers MTAPR1220, Procurement Card Payments in batch number PCAPR1220 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Trident Security	Security services	10011102-5301	\$15,000.00
Commissioners	CSEA Indirect cost	23711630-5380	\$ 3,971.25
Commissioners	CSEA Indirect cost	23711630-5335	\$ 5,991.00
Public Defender	Attorney Services	10011202-5301	\$25,000.00

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**6**  
**RESOLUTION NO. 17-1340**

**IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2018:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following list of carry-over purchase orders:

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Further Be It Resolved, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

<b>PR#</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Account</b>	<b>Line Amount</b>
R1750007	COMPMANAGEMENT INC	WORKERS' COMP MONTHLY CLAIMS COST	61311923 - 5361	\$ 17,250.00
R1750011	JOB & FAMILY SERVICES,OHIO DEPT OF	UNEMPLOYMENT INSURANCE COSTS	10011108 - 5370	\$ 8,000.00
R1750012	JAMES ARTHUR WHITE	CONSULTING SERVICES	10011108 - 5305	\$ 6,000.00
R1750016	MIRACLE METHOD OF COLUMBUS	REFINISH KITCHEN FOR AT THE JAIL	10011105 - 5328	\$ 8,990.00
R1750017	AMERICAN ELECTRIC POWER	ELECTRIC UTILITY	10011105 - 5338	\$ 36,000.00
R1750021	COLUMBIA GAS OF OHIO	GAS UTILITY	10011105 - 5338	\$ 7,500.00
R1750027	HILL EQUIPMENT	BOX TRAILER	41711436 - 5450	\$ 5,484.00
R1750028	SANDS DECKER CPS	SURVEY & CIVIL ENGINEERING	41711436 - 5410	\$ 8,900.00
R1750029	SUPERION LLC	UPGRADE IFAS TO ONE SOLUTION	40111402 - 5320	\$ 63,364.37
R1750031	OFFICE CITY EXPRESS INC	CUBICLES - BOE	40111402 - 5450	\$ 11,321.97
R1750032	BUCKEYE INNOVATION LLC	WEBSITE REDESIGN	10011102 - 5301	\$ 40,000.00
R1750034	COMMUNITY RESEARCH PARTNERS	DATA DASHBOARD DEVELOPMENT	10011102 - 5301	\$ 16,650.00
R1750035	FITCH & ASSOCIATES LLC	EMS MASTER PLAN	10011102 - 5301	\$ 43,920.00
R1750037	MAXIMUS CONSULTING SVCS INC	COST ALLOCATION PLAN	10011102 - 5301	\$ 10,900.00
R1750039	PROSECUTORS	IV-D CONTRACT	23711630 - 5301	\$ 6,730.00
R1750040	COMMISSIONERS	INDIRECT COST	23711630 - 5380	\$ 3,971.25
R1750040	COMMISSIONERS	RENT	23711630 - 5335	\$ 5,991.00
R1750041	DOMESTIC RELATIONS COURT	COURT SERVICES	23711630 - 5360	\$ 20,493.00
R1750042	SHERIFF'S OFFICE	IV-D CONTRACT	23711630 - 5301	\$ 11,883.00
R1750047	DOMESTIC RELATIONS COURT	2017 CSEA CONTRACT	10011102 - 5360	\$ 11,500.00
R1750048	SHERIFF'S OFFICE	2017 CSEA CONTRACT	10011102 - 5360	\$ 7,300.00
R1750049	VARIOUS JFS RESIDENTIAL TREATMENT	RESIDENTIAL CENTER	22511607 - 5342	\$ 104,610.00
R1750050	VARIOUS JFS ADOPTION ASSISTANCE	ADOPT ASSISTANCE PASSS	22511607 - 5350	\$ 27,650.00
R1750057	G & G ENTERPRISES COMPLETE	DITCH CONSTRUCTION	40311457 - 5301	\$ 53,187.45
R1750059	CONTINENTAL OFFICE ENVIRONMENTS	FURNITURE	40411414 - 5450	\$ 669,492.48
R1750060	ZINWAVE LIMITED	RADIO SYSTEM FOR COURTHOUSE	40411414 - 5450	\$ 19,029.70
R1750062	ELECTRONIC SPECIALTY COMPANY	AV EQUIPMENT FOR COURTHOUSE	40411414 - 5450	\$ 68,480.00
R1750064	CTL ENGINEERING INC	TESTING AND INSPECTION SERVICES	40411414 - 5410	\$ 14,602.50
R1750066	LEND LEASE (US) CONSTRUCTION INC	GMP - PHASE III	40411414 - 5410	\$2,615,173.38
R1750068	SILLING ASSOCIATES INC	CH ARCHITECT	40411414 - 5410	\$ 10,012.38
R1750074	PNC BANK	PROCUREMENT CARD SUPPLIES	10011105 - 5200	\$ 10,000.00
R1750074	PNC BANK	PROCUREMENT CARD SERVICES	10011105 - 5300	\$ 253.02

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R1750083	TOOLE & ASSOCIATES LLC	OUTSOURCE INSPECTION SERVICES	10011301 - 5301	\$ 22,000.00
R1750086	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOB TRAINING	22411601 - 5348	\$ 6,800.00
R1750091	BEEMS BP DIST INC	FUEL FOR COUNTY VEHICLES	10011106 - 5228	\$ 22,000.00
R1750092	ZASHIN & RICH CO LPA	PROFESSIONAL LEGAL SERVICES	10011303 - 5361	\$ 14,386.30
R1750096	B L ANDERSON COMPANY	VFD CONTROLS FOR SCIOTO RESERVE IMLR PUMP PROJECT	66611907 - 5450	\$ 23,303.00
R1750097	B L ANDERSON COMPANY	FILTER INFLUENT GATES (8) FOR ALUM CREEK	66211904 - 5260	\$ 25,220.00
R1750098	B L ANDERSON COMPANY	THREE RAS VFD'S AT OECC	66211903 - 5260	\$ 7,185.00
R1750099	B L ANDERSON COMPANY	REPLACEMENT DRIVE FOR ACWRF NON-POT 2	66211904 - 5450	\$ 8,630.00
R1750100	DUDE SOLUTIONS INC	CLOUD BASE SOFTWARE PROGRAM - ASSET ESSENTIALS	66211901 - 5320	\$ 11,005.00
R1750104	PNC BANK	PROCUREMENT CARD PURCHASE	10011303 - 5200	\$ 3,000.00
R1750104	PNC BANK	PROCUREMENT CARD PURCHASE	10011303 - 5300	\$ 3,000.00
R1750106	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5243	\$ 6,000.00
R1750110	SHEEDY PAVING INC	ASPHALT REPAIR AND SEALING - OECC	66211903 - 5328	\$ 25,750.00
R1750111	BLACK & VEATCH CORP	LSWRF START UP AND ODOR CONTROL SERVICES	66211905 - 5301	\$ 12,000.00
R1750112	HD SUPPLY FACILITIES MAINT LTD	BOD INCUBATOR - OECC LAB	66211903 - 5450	\$ 6,600.00
R1750115	UTILITY TRUCK EQUIPMENT INC	RES # 17-1203 - FREIGHTLINER UTILITY TRUCK -	66211901 - 5450	\$ 180,875.00
R1750117	XYLEM WATER SOLUTIONS USA INC	SPARE PUMPS FOR PUMP STATIONS -	66211901 - 5450	\$ 28,067.47
R1750117	XYLEM WATER SOLUTIONS USA INC	SPARE PUMPS FOR PUMP STATIONS	66211903 - 5450	\$ 32,398.30
R1750117	XYLEM WATER SOLUTIONS USA INC	SPARE PUMPS FOR PUMP STATIONS	66211904 - 5450	\$ 10,346.67
R1750118	XYLEM WATER SOLUTIONS USA INC	FILTER PUMP	66211903 - 5260	\$ 1,314.25
R1750118	XYLEM WATER SOLUTIONS USA INC	PUMP REPAIR KITS	66211903 - 5201	\$ 9,793.75
R1750118	XYLEM WATER SOLUTIONS USA INC	FILTER PUMP	66211904 - 5260	\$ 16,550.25
R1750118	XYLEM WATER SOLUTIONS USA INC	PUMP REPAIR KITS	66211904 - 5201	\$ 9,793.75
R1750120	CITY OF DELAWARE	EMS RUNS	10011303 - 5345	\$ 145,000.00
R1750125	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR SCIOTO RESERVE IMLR PROJECT	66211907 - 5450	\$ 6,574.75
R1750125	XYLEM WATER SOLUTIONS USA INC	SPARE PARTS FOR IMLR PROJECT	66211903 - 5201	\$ 1,003.85
R1750126	XYLEM WATER SOLUTIONS USA INC	PUMPS FOR SCIOTO RESERVE IMLR PUMP PROJECT	66611907 - 5450	\$ 22,933.00
R1750130	PNC BANK	P-CARD PURCHASES	66211904 - 5200	\$ 5,000.00
R1750130	PNC BANK	P-CARD PURCHASES	66211904 - 5300	\$ 20,000.00
R1750133	NBBJ LLC	STATE ROUTE 36 37 CORRIDOR STUDY	21011113 - 5301	\$ 32,935.26

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R1750137	BOARD OF DEVELOPMENTAL DISABILITIES	FY18 HELP ME GROW	70161606 - 5348	\$ 70,000.00
R1750138	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	\$ 9,500.00
R1750140	SHERIFF'S OFFICE	MOU DETECTIVE WORK	22511607 - 5301	\$ 6,000.00
R1750141	PNC BANK	P-CARD PURCHASE	66211911 - 5300	\$ 13,000.00
R1750143	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211903 - 5380	\$ 7,547.00
R1750143	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL	66211904 - 5380	\$ 20,000.00
R1750144	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	66211903 - 5290	\$ 7,525.00
R1750144	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	66211904 - 5290	\$ 15,050.00
R1750145	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS	66211903 - 5301	\$ 19,000.00
R1750145	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS	66211904 - 5301	\$ 1,500.00
R1750146	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211903 - 5338	\$ 50,000.00
R1750147	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211904 - 5338	\$ 65,000.00
R1750148	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211907 - 5338	\$ 9,000.00
R1750157	POGGEMEYER DESIGN GROUP INC	CDBG ADMINISTRATION AND FAIR HOUSING	23011705 - 5365	\$ 9,926.97

Vote on Motion            Mr. Benton            Aye    Mr. Merrell            Aye    Mrs. Lewis            Aye

**7**

**RESOLUTION NO. 17-1341**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

The Child Support Enforcement Agency is requesting that Christina DeLong and Mendy Chard attend a SETS Overview Training in Columbus, Ohio on February 21, 2018 at no cost.

The Emergency Medical Services department is requesting that Lt. Keith Gordon attend a Leadership I for Fire and EMS in Columbus, Ohio at the cost of \$50.00 (fund number 10011303).

Vote on Motion            Mrs. Lewis            Aye    Mr. Benton            Aye    Mr. Merrell            Aye

**8**

**RESOLUTION NO. 17-1342**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM AFICIONADOS LLC (DBA AFICIONADOS) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that a new liquor license request from Aficionados LLC (DBA Aficionados) located at 8909 S Old State Road, Lewis Center, Ohio 43035;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion            Mr. Benton            Aye    Mr. Merrell            Aye    Mrs. Lewis            Aye

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RESOLUTION NO. 17-1343

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM SPARROW VENTURES LTD (DBA SWAN LAKE) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a new liquor license request from Sparrow Ventures LTD (DBA Swan Lake) located at 5900 Liberty Road, Powell, OH 43065;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Aye

10

RESOLUTION NO. 17-1344

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF NOVEMBER 2017:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for November 2017;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of November 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

11

RESOLUTION NO. 17-1345

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE/KNOX/MARION/MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

**AGREEMENT FOR IMPLEMENTATION  
Delaware County Recycling Litter Prevention Office 2018**

This agreement made the 21<sup>st</sup> day of December 2017, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on February 12, 2013.

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WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$72,202.00 for fulfillment of obligations listed in Exhibit #1. It is expected that \$1,000 must be used to advertise the special collection events. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on each semi-annual and annual program reports and must outline what was spent on advertising the special collection events.

2. Term

The term of this agreement shall commence on January 1, 2018 and terminate on December 31, 2018.

3. Payments

The District shall disburse the contract amount of \$72,202.00, subject to availability, per Delaware County in four quarterly payments as described: 30% January 2018 (\$21,660.60); 25% April 2018 (\$18,050.50); 25% July 2018 (\$18,050.50); and 20% October 2018 (\$14,440.40).

4. Allowables

- a. Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.
- b. Personnel: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract, unless approved by the District Board.
- c. Contracts: costs for any outside services used by the CRLPO to help them meet the responsibilities outlined in Exhibit #1.
- d. Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.
- e. Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.
- f. Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. - including registration and attending costs for in state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- g. Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.
- h. Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.
- i. other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: memberships, subscriptions, etc.

5. Reporting

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (Exhibit #2 as well as a separate spreadsheet document provided by DKMM). The President of the Board of County Commissioners shall sign the Program Status Report. These reports are due on the following dates.

**Dates Covered**

January 1 - June 30  
July 1 - December 31

**Report Due**

July 31, 2018  
January 31, 2019

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Only reports filed according to the above schedule will be reported to the District Board.

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 28, 2019. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the half year and end of year reports that are submitted to the District. The District will remit any unused funds into the Reimbursement Account #952.1620.40909 for future use by any District program. If the described equipment or machinery set forth in Exhibit #3 is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account #952.1620.40909 for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1  
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan (pages V-16 to V-20) and agreed upon in the 2018 Agreement for Implementation.

**Program Focus Area for 2018- Recycling Right to Reduce Contamination**

Focus will be placed on reducing the contamination found in the county recycling drop-off containers. An educational program(s) focused on "recycling right" should be developed and implemented this contract term. This should include at a minimum, adult education workshops on the basics of recycling and the development of a simply worded handout on where and what to recycle. Face to face multiday survey/education effort must occur at a minimum of one site with the worst contamination. Volunteers and staff should be used to meet this criteria. Additional programs and ideas should be developed based on the specific county need(s).

**Common Elements**

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below (format provided by DKMM)
- c) Submit an up to date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Maintain a website with at least the minimum requirements outlined on page V-19 of the Solid Waste Management Plan
- e) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs with a focus on adult audiences
- f) Meet quarterly with your Advisory Council/Board
- g) Provide articles and pictures for District newsletters, website and annual reports
- h) Regularly attend District-CRLPO meetings

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- i) Be in attendance at special collection event(s)
- j) All marketing and educational material must state something similar to "Recycling and Litter Prevention Program funded by the DKMM Solid Waste District" or display the DKMM logo.

**Residential Audience**

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an Infrastructure Inventory (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards) .
- b. Annually update Residential Recycling Guide and make available on your website and in print
- c. Drop-off Inventory-once a year inventory all drop-off bins and. take note of needed bin repairs, signs/stickers and other general site improvements needed.
- d. Ensure our drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself so illegally dumped items and litter can be taken care of within 24 hours.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details to free sources (fliers and PSA provided by the District); spend at least \$1,000 advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s).
- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program.
- g. Promote the use of our yard waste facilities as well as backyard composting (Don't Bag It).

**Commercial Businesses and Institutions Audience**

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc. (school recycling that is lead by school and not students).

- a) Conduct waste audits at businesses, industries, schools and government institutions.
- b) Distribute and make available on your website "A Guide for Waste Disposal and Recycling for Business".
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- e) Ensure recycling at all county buildings.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

**Communities and Elected Officials Audience**

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual Curbside Inventory of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with a minimum of one community to determine the feasibility of implementing curbside recycling.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities.
- e) Provide recycling at community events (local festivals etc.) through the development of a clear stream recycling container loan program.

**School Age Youth Audience**

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead).

**Industry Audience**

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at businesses, industries, schools and government institutions.
- d) Distribute and make available the Business Waste Guide.



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Exhibit #2

Financial Report Cover Page

REPORTS DUE: July 31, 2018 January 31, 2019 (circle which this report represents)

COUNTY: DATE OF REPORT:

REVENUE

Total DKMM Funds Awarded 2018 (total contract amount) \$
Approved Carryover (maximum 10% of base contract amount) \$
Total DKMM Funds Available for use in 2018 \$

Have you received funding outside of DKMM during this reporting period? Yes No (please circle one).

If yes, please give a brief description of the funding source, amount of funding and what it will be used for.

EXPENDITURES (totals from the Financial Report)

Salaries \$
Fringe Benefits \$
Contracts \$
Advertising (general) \$
Event Advertising (minimum \$1,000) \$
Equipment \$
Travel \$
Supplies \$
Other \$
Total Expenditures \$

\*\*\*\*\* A detailed explanation for expenditures must be provided on the Financial Report provided. \*\*\*\*\*
Other formats will not be accepted.

FUND BALANCE

\$

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.

Print Name
Title President, County Commissioners
Signature Date
Report prepared by Date

Exhibit #3

Disposal of Equipment and Machinery Purchased with District Funds

Item no longer needed:
Original Purchase Date:
Why are you disposing of the item?
What is your recommended method for disposal?
Item no longer needed:
Original Purchase Date:
Why are you disposing of the item?
What is your recommended method for disposal?
Item no longer needed:
Original Purchase Date:
Why are you disposing of the item?
What is your recommended method for disposal?
Item no longer needed:
Original Purchase Date:
Why are you disposing of the item?
What is your recommended method for disposal?

Program Manager: Date:

District Director: Date:

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 17-1346

IN THE MATTER OF THE RETIREMENT OF POLICE DOG ALEX:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

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WHEREAS, the Delaware County Sheriff’s Office’s police dog, Alex, is no longer fit for duty due to age; and

WHEREAS, Delaware County wishes to permit Deputy Troy Gibson to purchase the police dog for one dollar, pursuant to R.C. 9.62;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. Delaware County shall offer police dog Alex for sale to Deputy Troy Gibson for one dollar.

Section 2. The sale shall be conditioned upon Deputy Gibson accepting sole responsibility for the care, maintenance, and support of the police dog and the deputy indemnifying Delaware County for all claims that may arise from the deputy’s ownership of the police dog. The Sheriff’s Office is authorized and directed to take all steps necessary to complete the sale.

Vote on Motion                      Mr. Merrell              Aye              Mr. Benton              Aye              Mrs. Lewis              Aye

**13**

**RESOLUTION NO. 17-1347**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AND BUCKEYE RANCH, INC.:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract and addendum;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract and addendum for Child Care Placement provider:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Buckeye Ranch, Inc.</b> <b>5665 Hoover Road</b> <b>Grove City, OH 43123</b>  <b>Amount: \$34,000.00</b>  <b>This Agreement in effect from</b> <b>01/01/2018-12/31/2018</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**Buckeye Ranch, Inc.**

**ADDENDUM TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES (AGENCY) AND BUCKEYE RANCH, INC. (PROVIDER)**

Whereas, Agency and Provider have entered into the attached Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement; and

Whereas, Agency and Provider have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

Article II. This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional, one (1) year terms not to exceed three (3) years.

Article V.B. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling

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outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time that the Provider comes into compliance.

Article V.E. Provider agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.

Article V. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request. Copies of the records are to be submitted electronically via email as an attached, scanned pdf file(s) or via facsimile (fax).

Article V. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

Article VIII. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent to the attention of Ms. Sandy Honigford, Assistant Director, Delaware County Department of Job and Family Services. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment.

Article XX.A. Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.

Article XX.D. Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

Article XX.F. The Delaware County Board of County Commissioners shall be listed as the Certificate Holder.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

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**RESOLUTION NO. 17-1348**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ROYAL DOCUMENT DESTRUCTION, INC. FOR THE PURCHASE OF CONFIDENTIAL DOCUMENT DESTRUCTION SERVICES:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following contract with Royal Document Destruction, Inc. for the Purchase Of Confidential Document Destruction Services;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Royal Document Destruction, Inc. For The Purchase of Confidential Document Destruction Services:

**CONTRACT for the PURCHASE OF CONFIDENTIAL DOCUMENT DESTRUCTION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND ROYAL DOCUMENT DESTRUCTION, INC.**

This Contract is entered into this 21<sup>st</sup> day of December 2017 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS), whose address is 140 North Sandusky Street, Delaware, Ohio 43015, and Royal Document Destruction, Inc. (hereinafter, “PROVIDER”) whose address is 861 Taylor Road, Suite B, Gahanna, Ohio 43230 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides confidential document destruction services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for confidential document destruction services using the following funding streams:

Shared Administration Funds; and,

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

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## STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

## 1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide Confidential Document Destruction Services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in: Appendix A - Provider's Agreement, which is titled "Confidential Document Destruction Agreement."

## TERM

This Agreement shall be effective January 1, 2018 through December 31, 2018 with an option to extend the agreement for one additional year through December 31, 2019.

## 2. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in: Appendix A- Provider's Agreement, which is titled "Confidential Document Destruction Agreement."

The parties agree that if any provision of this contract conflicts with Appendix A-Provider's Agreement, this contract shall take precedence over Provider's Agreement. Additionally, the following provisions in Provider's Agreement are specifically removed from the Provider's Agreement:

- The last sentence of Clause 2.4;
- The last sentence of Clause 3;
- The last sentence of Clause 4; and
- The entirety of Clause 6.2.

## 3. FINANCIAL AGREEMENT

## A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- |              |                                 |
|--------------|---------------------------------|
| • 31-45 days | 10% of the total invoice amount |
| • 46-60 days | 20% of the total invoice amount |
| • 61+ days   | 30% of the total invoice amount |

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

## B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Two Thousand Dollars and No Cents (\$2,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Two Thousand Dollars and No Cents (\$2,000.00).

## 4. AWARD INFORMATION

CFDA Title and Number: Medicaid 93.778

Award Name: Medical Assistance Program

Name of Federal Agency: U.S. Department of Health and Human Services Program Authorizing

Legislation: Social Security Act, Title XIX, as amended; Public Laws 89-97,

90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public Law 92-223;

Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public

Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99-

509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360;

Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166;

Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517;

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Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66;  
Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193;  
Public Law 104-208,104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public  
Law 106-554; Public Law 108-27; Public  
Law 108-173; Public Law 109-91; Public Law 109-171; Public Law 109-432; Public Law  
110-28; Public Law 110-161; Public Law 111-3; Public Law 111-5; Public Law 111-8; Public Law 111-31;  
Public Law 111-68; Public Law 111-88; Public Law 111-117; Public Law 111-118; Public Law 111-148;  
Public Law 111-150; Public Law 111-150; Public  
Law 111-152; Public Law 111-309, Public Law 112-10, Public Law 112-33, Public Law  
112-36, Public Law 112-55, Public Law 112-74, Public Law 112-78, Public Law 112-96,  
Public Law 112-175, P.L. 113-6, Public Law 113-46, Public Law 113-73, Public Law  
113-76, Public Law 113-235, Public Law 114-10.

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families TANF Purpose:

Name of Federal Agency: U.S. Department of Health and Human Services

Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal  
Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget  
Act of 1997, Public Law 105-33.

CFDA Title and Number: Social Services Block Grant 93.667

Award Name: Title XX

Name of Federal Agency: U.S. Department of Health and Human Services Program Authorizing Legislation:

CFDA Title and Number: SNAP 10.561

Award Name: Supplemental Nutrition Assistance Program Name of Federal Agency: U.S. Department of  
Agriculture

Program Authorizing Legislation: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-  
113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law  
110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids  
Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014.

**5. LIMITATION OF SOURCE OF FUNDS**

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

**6. DUPLICATE BILLING/OVERPAYMENT**

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

**7. INFORMATION REQUIREMENTS**

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

**8. AVAILABILITY AND RETENTION OF RECORDS**

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

**9. INDEPENDENT FINANCIAL RECORDS**

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or

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audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

12. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01 (D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

13. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.

C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free

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and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

D. PROVIDER'S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER'S insurance coverage limits as provided to DCDJFS under the terms of Paragraph 14 ("INSURANCE") below.

14. **INSURANCE**

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board and CDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board and DCDJFS shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract

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immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

15. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

16. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

17. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

18. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

19. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of



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this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

**20. CIVIL RIGHTS**

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

**21. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED**

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

**22. DRUG-FREE WORKPLACE**

PROVIDER agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**23. CAMPAIGN FINANCE - COMPLIANCE WITH ORC § 3517.13**

Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor/PROVIDER, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the DCDJFS from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

**24. FINDINGS FOR RECOVERY**

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**25. ASSURANCES AND CERTIFICATIONS**

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

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Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER:

Rob Grubaugh Sales Manager  
Royal Document Destruction, Inc.  
861 Taylor Road, Suite B  
Gahanna, Ohio 43230

DELAWARE COUNTY JOB AND FAMILY SERVICES:

David S. Dombrosky Director

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Delaware County Job and Family Services  
140 N. Sandusky St.,2nd Floor  
Delaware, Ohio 43015

27. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware County, Ohio.

28. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

29. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

30. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal's behalf.

31. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

Vote on Motion            Mr. Merrell        Aye     Mrs. Lewis        Aye     Mr. Benton        Aye

**15**  
**RESOLUTION NO. 17-1349**

**IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children as well as seniors; and

WHEREAS, gifts included clothing, 91 pairs of pajamas, outerwear, books, games, toys, gift cards, 542 pairs of socks, games, toys, dolls, etc.; and

WHEREAS, these donations along with the donations of other area businesses, agencies, and area residents provided Christmas to 100 adults and 250 children and youth; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

- Andrea Gebhart & Family:            \$ 700.00
- Smoky Row Children’s Center:        \$ 1,365.00
- Delaware Grace Brethren Church:    \$ 5,000.00
- Adrienne Nitalla Family:            \$ 700.00
- Carlisle Elementary School:         \$ 1,626.00; and

and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donation and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$9,391.00 to the Delaware County Department of Job and Family Services and thanks to Andrea Gebhart & Family, the Smoky Row Children’s Center, Delaware Grace Brethren Church, the Adrienne Nitalla Family, and Carlisle Elementary School for their thoughtful generosity and commitment to the children, families, and seniors of Delaware County.

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Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**16**

**RESOLUTION NO. 17-1350**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN MATTHEW T. PENZA AND JESSICA L. PENZA, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR14-1.23:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Matthew T. Penza and Jessica L. Penza, Husband and Wife, for the project known as DEL-CR 14-1.23.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Matthew T. Penza and Jessica L. Penza, Husband and Wife, for the project known as DEL-CR14-1.23 as follows:

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 21st day of December, 2017, Matthew T. Penza and Jessica L Penza, Husband and Wife, whose address is 2353 E. Powell Road, Lewis Center, Ohio 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description); Parcel 64 WD, SL, T; DEL-CR14-1.23

By this reference, both Exhibit A's are incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **\$10,000.00** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

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4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase subject to the contingencies set forth herein.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs that could reasonably be construed as economically impairing the PURCHASER's intended use of the PROPERTY as road right-of-way.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever that could reasonably be construed as economically impairing the PURCHASER's intended use of the PROPERTY as road right-of-way, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER

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from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contract.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**17  
RESOLUTION NO. 17-1351**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE ENGINEER’S OFFICE SAWMILL PARKWAY PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

<b>Supplemental Appropriation</b>		
48040480-5420		\$831,00.00
2007 CO Sales Tax Sawmill Proj/Road Constructions		

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**18  
RESOLUTION NO. 17-1352**

**IN THE MATTER OF APPROVING A COMPENSATION ADJUSTMENT FOR CERTAIN EMPLOYEES UNDER THE DIRECTION OF THE BOARD OF COMMISSIONERS:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, the County Administrator and the Deputy County Administrators recommend a three percent (3.0%) compensation adjustment for certain county employees, in the proposed 2018 Budget; and

WHEREAS, in order to equitably and expediently approve the compensation adjustments, the Board of Commissioners desires a policy clearly expressing the eligibility criteria;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board hereby approves a three percent (3.0%) compensation adjustment, effective December 30, 2017 (first full pay earning dates for 2018 begin December 30, 2017 and end January 12, 2018), for certain employees under the direction of the Board, subject to the following conditions:

- a. Except as otherwise provided herein, the pay increase approved herein shall be awarded to all employees under the direction of the Board and compensated under the County’s Compensation

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Management System, excluding newly hired probationary employees with Delaware County. Newly hired Delaware County employees shall receive the 3% increase upon their 2018 one year anniversary date and upon successful completion of their probationary period.

- b. In the event an employee’s salary exceeds the Board’s established wage scales or ranges as a result of the pay increase approved herein, the employee shall receive a one-time lump sum bonus equal to the three percent (3.0%) compensation adjustment as identified in the County’s Compensation Management System, which bonus shall be in lieu of, and not in addition to, an adjustment to the employee’s regular wage.
- c. This Resolution does not apply to those employees in bargaining units where the contract is under negotiation or has not been ratified as of December 30, 2017 or to those employees subject to a collective bargaining agreement that negotiated a specific wage adjustment for 2018.

Section 2. The County Administrator shall consult with the Deputy County Administrators and the individual department directors and supervisors to determine the employees that meet the eligibility criteria.

Section 3. The County Administrator and / or the Deputy County Administrators are hereby authorized to execute the forms necessary for the pay increases approved herein for all employees that meet the eligibility criteria.

Section 4. The Board hereby encourages all county appointing authorities to institute substantially similar eligibility criteria for the employees under their respective direction and control, and the Board directs the Clerk of the Board to distribute copies of this Resolution to all county offices.

Section 5. This Resolution shall take effect immediately upon adoption.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**19**

**RESOLUTION NO. 17-1353**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION, TRANSFER OF APPROPRIATION, TRANSFER OF FUNDS, ADVANCE OF FUNDS AND REPAYMENT OF ADVANCE:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

**Supplemental Appropriation**

20315101-5101	Data Center/Health Insurance	(25,000.00)
20411305-5101	Dog & Kennel/Health Insurance	(10,000.00)
21311322-5450	FEMA Fire Assistance/Capital Equipment	(0.48)
21681309-5365	HMGP Park Safe Rooms/Grant Services	(412,000.00)
22311611-5348	WIA/Client Services	(285,000.00)
22311611-5801	WIA/Misc Cash Transfer	(175,068.63)
22411601-5001	JFS Income Maintenance/Salaries	(140,000.00)
22411601-5101	JFS Income Maintenance/Health Insurance	(108,780.00)
22411603-5001	JFS Workforce/Salaries	(80,000.00)
22411603-5101	JFS Workforce/Health Insurance	(55,000.00)
22411604-5001	JFS Child Protection/Salaries	(220,000.00)
22411604-5101	JFS Child Protection/Health Insurance	(160,000.00)
22511607-5301	Children Services/Contracted Prof Serv	(150,000.00)
22511607-5801	Children Services/Misc Cash Transfer	(334,868.68)
23512102-5001	Delinquent Tax Prosecutor/Salaries	(95,000.00)
23512102-5101	Delinquent Tax Prosecutor/Health Insurance	(30,000.00)
23512102-5201	Delinquent Tax Prosecutor/General Supplies	(1,000.00)
23512102-5260	Delinquent Tax Prosecutor/Inventoried Equipment	(1,000.00)
23512102-5370	Delinquent Tax Prosecutor/Claims	(5,000.00)
23612302-5001	Victims of Crime/Salaries	(4,500.00)
26226206-5001	Specialized Court Docket/Salaries	(277.21)
26226206-5101	Specialized Court Docket/Health Insurance	(61.11)
26226206-5215	Specialized Court Docket/Program Supplies	(7.67)
27426313-5309	Crime Victims Grant/Mileage	(10,000.00)
27426314-5101	Crime Victims CASA/Health Insurance	(8,000.00)
27426314-5310	Crime Victims CASA/Health Insurance	(15,000.00)
28631338-5201	LEAP Forward 2015/General Supplies	(64.58)
28631338-5365	LEAP Forward 2015/Grant Services	(7,185.12)
28631338-5450	LEAP Forward 2015/Capital Equipment	(3.50)
28631323-5450	LEAP Forward 2016/Capital Equipment	(26,893.50)
29440440-5420	Lewis Center Bale Kenyon/Road Const	(285,176.78)

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29811182-5801	Medicaid Local Sales Tax/Misc Cash Transfer	(8,428.50)
40940441-5420	Liberty & Jewett Improvement/Road Const	(480,958.80)
40940442-5420	Klondike Rd Bridge Replacement/Road Const	(7,460.85)
41711436-5410	Capital Acquisition & Project/Building Improvement	(22,850.00)
51511132-5375	BR DI Sheets/Settlement Services	(25.48)
51711134-5375	BR DI McNamara/Settlement Services	(39.10)
52111140-5375	BR DI Midway Gardens/Settlement Services	(54.59)
52411143-5375	BR DI Roof/Settlement Services	(14.32)
60111901-5370	Property & Casualty Insurance/Claims	(165,000.00)
70161605-5348	FCFC System of Care/Client Services	(6,200.00)
70161606-5348	FCFC HMG/Client Services	(460.00)

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
40411414-5450 Courts Building/Capital Equipment	40411414-5201 Courts Building/General Supplies	1,164.53
40411414-5450 Courts Building/Capital Equipment	40411414-5260 Courts Building/Inventoried Equipment	7,159.88
40411414-5450 Courts Building/Capital Equipment	40411414-5305 Courts Building/Training and Staff Development	6,000.00
40411414-5450 Courts Building/Capital Equipment	40411414-5325 Courts Building/Maint Contract & Agreements	16,411.50
10016101-5375 BOE/Settlement Services	1016101-5450 BOE/Capital Equipment	17,212.06
23612302-5001 Victims of Crime/Salaries	23612302-5101 Victims of Crime/Health Insurance	250.00

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10110107-5801 Unclaimed Funds/Misc Cash Transfer	10011102-4601 Commissioner General/Interfund Revenue	25,604.64
10011102-5801 Commissioner General/Misc Cash Transfer	40411414-4601 Court Building/Interfund Revenue	18,500.00

**Advance of Funds**

<b>From</b>	<b>To</b>	
10011102-8500 Commissioner General/Advance Out	28631323-8400 LEAP Forward 2016/Advance In	50,000.00

**Repayment of Advance**

<b>From</b>	<b>To</b>	
27426313-8500 Crime Victims Grant/Advance Out	10011102-8400 Commissioner General/Advance In	34,000.00
25422301-8500 CBCG Intensive Supervision/Advance Out	10011102-8400 Commissioner General/Advance In	22,000.00

Vote on Motion            Mr. Merrell     Aye     Mrs. Lewis     Aye     Mr. Benton     Aye

**23  
OTHER BUSINESS**

**RESOLUTION NO. 17-1354**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THE CLERK OF COURTS, DELAWARE COUNTY, OHIO AND COURTVIEW JUSTICE SOLUTIONS, INC. D/B/A EQUIVANT REGARDING RESTITUTION PAYMENTS:**



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It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

**Agreement Regarding Restitution**  
**State of Ohio v. Charles H. Capuano**  
**Delaware County Case No: 13-CRI-08-0382**

This Agreement is between the Board of Commissioners, Delaware County, Ohio (“Board”), the Clerk of Courts, Delaware County, Ohio (“Clerk”) and CourtView Justice Solutions, Inc. d/b/a equivalent (“equivalent”) regarding restitution payments in State of Ohio v. Charles H. Capuano, Delaware County Case No. 13-CRI-08-0382 (“Case”).

Due to a software error in equivalent’s software, a restitution payment to the Case was recorded incorrectly causing the Clerk to overpay the victim in the Case. The software error has been resolved, however, as a result of this error the Clerk has overpaid the victim by a total of Four Thousand Two Hundred Fifty-Eight and 70/100 Dollars (\$4,258.70).

As a result, the Clerk’s funds are short this same amount and the Clerk is required to recover for this shortage.

equivalent will immediately remit to the Clerk Four Thousand Two Hundred Fifty-Eight and 70/100 Dollars (\$4,258.70) to correct the shortfall in the Clerk’s funds. Once the full restitution obligation to the victim in the Case has been satisfied, the Clerk will ask the Delaware County Prosecuting Attorney to request the Delaware County Common Pleas Court (“Court”) issue a judgment entry to appoint equivalent as the restitution payee to receive the remaining balance of restitution owed by the Defendant, up to Four Thousand Two Hundred Fifty-Eight and 70/100 Dollars (\$4,258.70).

equivalent acknowledges and assumes the risk that 1) the Court issues a judgment entry changing the restitution payee, and 2), if the court issues such a judgment entry, that the Defendant pays any or all of the restitution balance. equivalent hereby releases the Board and Clerk from any and all liability for repayment, by the Defendant or by the Clerk or Board, of the Four Thousand Two Hundred Fifty-Eight and 70/100 Dollars (\$4,258.70) paid to the Clerk pursuant to this Agreement. The Board and Clerk hereby release equivalent from all other liability related to the software error for this Case.

By signing this Agreement the parties agree to the terms as set forth herein.

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.

Vote on Motion            Mr. Merrell        Aye    Mrs. Lewis        Aye    Mr. Benton        Aye

**RESOLUTION NO. 17-1355**

**IN THE MATTER OF TERMINATING THE SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND XCELIGENT, INC.:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, on November 9, 2015, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 15-1346, approving a Service Agreement with Xceligent, Inc.; and

WHEREAS, pursuant to the Service Agreement, a party may terminate the Service Agreement in the event the other party files for bankruptcy protection or ceases conducting business; and

WHEREAS, on or about December 14, 2017, Xceligent, Inc., filed a petition for Chapter 7 bankruptcy and ceased conducting business; and

WHEREAS, the Economic Development Coordinator recommends terminating the Service Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby terminates the Service Agreement between the Board and Xceligent, Inc., effective immediately.

Section 2. The Board hereby directs the Economic Development Coordinator to certify a copy of this Resolution and provide notice of termination in accordance with the Service Agreement.

Section 3. This Resolution shall take effect immediately upon adoption.

Vote on Motion            Mrs. Lewis        Aye    Mr. Merrell        Aye    Mr. Benton        Aye

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**ADMINISTRATOR REPORTS**

Michael Frommer, County Administrator  
-No reports

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
-Would like to wish everyone a very Merry Christmas!

Commissioner Merrell  
-Attended the SoucePoint Community Partner event yesterday.  
-Ran into former Administrator Ferzan Ahmed yesterday. He wanted to wish his Delaware Family a Merry Christmas.  
-The passage of the new tax reform is like an early Christmas present.

Commissioner Benton  
-The tax reform will help businesses tax reduction to make them more competitive  
-SourcePoint will have a levy on the ballot next year.

**22**

**RESOLUTION NO. 17-1356**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official.

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**RESOLUTION NO. 17-1357**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:15 AM.

Vote on Motion            Mr. Merrell            Aye            Mr. Benton            Aye            Mrs. Lewis            Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners