

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 25, 2018**

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

**Present:**  
**Gary Merrell, President**  
**Jeff Benton, Commissioner**

**Absent:**  
**Barb Lewis, Vice President**

**10:00 AM Public Hearing For Consideration Of The Clarkshaw Drainage Improvement Petition Filed By Clarkshaw LLC And Others**

**1**  
**RESOLUTION NO. 18-73**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 22, 2018:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 22, 2018; 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              Absent      Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

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

**4**  
**RETIREMENT TRIBUTE FOR CHIEF JEFF WILSON**

**5**  
**RESOLUTION NO. 18-74**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0124 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0124:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0124, memo transfers in batch numbers MTAPR0124 and Purchase Orders as listed below:

PR Number	Vendor	Line Description	Account	Amount	Line
R1800486	EMT	CLIENT TRANSPORTATION	22411601	\$ 45,000.00	0001
	TRANSPORTATION		- 5348		
R1801675	TRI STATE YOUTH	RESIDENTIAL CENTER	22511607	\$ 11,787.00	0001
	AUTHORITY INC		- 5342		
R1801676	COMMUNITY	RESIDENTIAL CENTER	22511607	\$ 87,326.00	0001
	TEACHING HOMES		- 5342		
	INC				
R1801677	CHILDRENS	RESIDENTIAL CENTER	22511607	\$124,820.00	0001
	HOSPITAL MEDICAL		- 5342		
	CENTER				
R1801678	SAFE HOUSE	RESIDENTIAL CENTER	22511607	\$ 67,368.00	0001
	MINISTRIES INC		- 5342		
R1801679	ISAIAHS PLACE INC	RESIDENTIAL CENTER	22511607	\$ 12,625.00	0001
			- 5342		
R1801684	NEW BEGINNINGS	RESIDENTIAL CENTER	22511607	\$ 8,300.00	0001
	RESIDENTIAL		- 5342		

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R1801653	TRANSIT	CLIENT TRANSPORTATION JFS	22411601 -5355	\$62,257.76	0001
R1801692	BREAKTHROUGH PERFORMANCE GROUP LLC	TUITION, FEES TRAINING PROGRAM	22311611 - 5348	\$ 7,398.00	0001
R1801695	MT BUSINESS TECHNOLOGIES INC	COPIERS SERVICES	22411605 - 5325	\$ 12,831.42	0001
R1801698	BUCKEYE POWER SALES CO INC	GENERATOR - EMS 3	40111402 - 5450	\$ 5,269.00	0001
R1801716	ENDICOTT MICROFILM INC	KODAK PROSTAR ARCHIVE PROCESSOR SERVICE AGREEMENT	10011103 - 5325	\$ 3,925.00	0001
R1801716	ENDICOTT MICROFILM INC	KODAK ARCHIVE WRITER 4800 SERVICE AGREEMENT	10011103 - 5325	\$ 7,120.00	0002
R1801716	ENDICOTT MICROFILM INC	SERVICE AGREEMENT FOR TWO KODAK i4600 SCANNERS	10011103 - 5325	\$ 2,680.00	0003
R1801746	JANTON CO	EMS SUPPLIES	10011303 - 5201	\$ 10,000.00	0001
R1801757	MH EQUIPMENT COMPANY	REPLACE WITH NEW ASSEMBLY< BEARINGS AND BELT.	10011103 - 5328	\$ 2,210.00	0001
R1801757	MH EQUIPMENT COMPANY	PARTS (NEW ASSEMBLY, BEARINGS AND BELT)	10011103 - 5260	\$ 6,605.52	0002
R1801757	MH EQUIPMENT COMPANY	SHOP SUPPLIES	10011103 - 5201	\$ 374.85	0003

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

**6  
RESOLUTION NO. 18-75**

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

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

The Administrative Services Department is requesting that Dana Bushong attend an Academy I Training on Labor Relations in Charleston, South Carolina April 15, 2018, at the cost of \$299.00 (fund number 10011108)

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

**7  
RESOLUTION NO. 18-76**

**SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE WEDGEWOOD SUBDIVISION SECTIONS 2, 3, 3A, 4, 5, 7, 8, 9 DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:**

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

Whereas, the Board of Commissioners of Delaware County on December 7, 2017, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement of the Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9 Drainage Improvement Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the improvement/construction of the Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9 Drainage Improvement Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed the **Thursday March 15, 2018 at 9:45AM** at the Commissioners' Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

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**8****RESOLUTION NO. 18-77**

**A RESOLUTION TO PROCEED WITH SUBMISSION OF THE QUESTION OF LEVYING A RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF PROVIDING SENIOR CITIZENS SERVICES:**

It was moved by Mr. Benton, seconded by Mr. Merrell to adopt the following Resolution:

**PREAMBLE**

**WHEREAS**, on January 22, 2018, the Board approved Resolution No. 18-71 declaring the necessity to levy a tax in excess of the ten-mill limitation; and

**WHEREAS**, the Delaware County Auditor (“Auditor”) has certified the following information to the Board:

1. The total current tax valuation of the County is \$7,828,947,310;
2. The dollar amount of revenue that would be generated by 1.3 mills is \$9,138,862.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The Board shall proceed with the submission of the question of the tax to electors.
2. The rate of the tax levy, expressed in mills for each one dollar in tax valuation as estimated by the Auditor, is as follows:
  - a. 1.3 mills;
  - b. This rate amounts to thirteen cents (\$0.13) for each one hundred dollars of tax valuation;
  - c. The levy is a renewal levy at the rate of 1.2 mills for the existing tax levy, with an increase of 0.1 mill.
3. Pursuant to R.C. § 5705.03(B)(1):
  - a. The purpose of the tax is for providing services for senior citizens through SourcePoint (formerly known as the Council for Older Adults), including but not limited to, home delivered meals, transportation, in-home care, caregiver support and adult day care, said purpose being authorized by R.C. 5705.19(Y);
  - b. The levy is a renewal of an existing tax, with an increase;
  - c. The sections of the Revised Code authorizing submission of the question of the tax are R.C. 5705.03, 5705.19(Y), 5705.191, and 5705.25;
  - d. The term of the tax is five (5) years;
  - e. The territory where the tax is to be levied is the entire territory of the County;
  - f. The date of the election at which the question of the tax shall appear on the ballot is May 8, 2018;
  - g. The ballot measure shall be submitted upon the entire territory of the County;
  - h. The tax will be first levied in tax year 2018 and first collected in calendar year 2019;
  - i. No territory outside the County is subject to the tax.
4. The Clerk of the Board is hereby directed to **certify the levy to the Auditor AND the Board of Elections, Delaware County, Ohio (“BOE”)**. Certification shall include copies of **ALL** of the following documents:
  - a. **Resolution of Necessity** (Resolution No. 18-71 adopted on January 22, 2018); and
  - b. **Certification of the Auditor**; and
  - c. **Resolution to Proceed** (This Resolution).

Certification shall occur by **no later than 4:00 PM on February 7, 2018** (90 days prior to the Election).

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The Clerk of the Board shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:

OFFICIAL QUESTIONS AND ISSUES BALLOT PRIMARY ELECTION MAY 8, 2018  PROPOSED TAX LEVY (RENEWAL AND INCREASE) DELAWARE COUNTY, OHIO SENIOR CITIZENS SERVICES AND FACILITIES  A majority affirmative vote is necessary for passage  A majority affirmative vote is necessary for passage	
A renewal of 1.2 mills and an increase of 0.1 mill to constitute a tax for the benefit of Delaware County, Ohio for the purpose of providing services for senior citizens through SourcePoint (formerly known as the Council for Older Adults), including but not limited to, home delivered meals, transportation, in-home care, caregiver support and adult day care, at a rate not exceeding 1.3 mills for each one dollar of valuation, which amounts to thirteen cents (\$0.13) for each one hundred dollars of valuation, for five (5) years commencing in 2018, first due in calendar year 2019.	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

6. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
7. This Resolution shall be in full force and effect immediately upon adoption.

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

**9  
RESOLUTION NO. 18-78**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND FORENSIC FLUIDS LABORATORIES, INC. FOR THE PURCHASE OF DRUG SCREENING LABORATORY SERVICES:**

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for the purchase of drug screening laboratory services:

**CONTRACT FOR THE PURCHASE OF  
DRUG SCREENING LABORATORY SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
FORENSIC FLUIDS LABORATORIES, INC.**

This Contract is entered into this 25<sup>TH</sup> day of January, 2018 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 Forensic Fluids Laboratories, Inc. (hereinafter, "PROVIDER") whose address is 225 Parsons Street, Kalamazoo, MI 49007 (hereinafter singly "Party," collectively, "Parties").

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**PRELIMINARY STATEMENTS**

**WHEREAS**, PROVIDER provides confidential drug screening laboratory services to citizens in Ohio; and,

**WHEREAS**, DCDJFS has accepted federal funds to pay for confidential drug screening laboratory services using the following funding streams:

Title IVB, Emergency Services Assistance; 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.

**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 drug screening laboratory 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 – Forensic Fluids Confidentiality Statement and Service Agreement

**TERM**

This Agreement shall be effective February 1, 2018 through January 31, 2019 with an option to extend the agreement for one additional year through January 31, 2020.

**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- Forensic Fluids Confidentiality Statement and Service Agreement

The parties agree that if any provision of this contract conflicts with Appendix A- Forensic Fluids Confidentiality Statement and Service Agreement, this contract shall take precedence over Provider's agreement.

**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 Eighteen Thousand Dollars and No Cents (\$18,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing

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the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Eighteen Thousand Dollars and No Cents (\$18,000.00).

**4. AWARD INFORMATION**

CFDA Title and Number: Title IVB, Emergency Services Assistance, 93.556

**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 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 CFSA 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**

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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 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.

**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

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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 DCDJFS 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 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



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such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

**16. CONTRACT 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. 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.

**18. 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 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.

**19. 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.

**20. 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

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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.

**21. FAIR HEARING**

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

**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 I(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 recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic 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.

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,

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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:**

Holly Ontko  
Ohio Director of Sales  
Forensic Fluids Laboratories, Inc.  
225 Parsons Street  
Kalamazoo, MI 49007

**Delaware County Job and Family Services**

David S. Dombrosky  
Director  
Delaware County Job and Family Services  
140 N. Sandusky St., 2<sup>nd</sup> Floor  
Delaware, Ohio 43015

**27. PUBLICITY**

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In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

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

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RESOLUTION NO. 18-79

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Office of Adult Court Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Office of Adult Court Services, being required to facilitate mandatory field supervision of defendants placed on Community Control.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2018 Ford Explorer AWD for \$31,505.00.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS900718, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

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Section 4. The Board hereby approves a purchase order request for a total of \$31,505.00 from org key 41711436-5450 to Lebanon Ford in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

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

**11  
RESOLUTION NO. 18-80**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY COURT OF COMMON PLEAS, AND IMAGESOFT INC. TO IMPLEMENT aiSMARTBENCH, A DECISION-SUPPORT SYSTEM FOR DELAWARE COUNTY JUDGES AND MAGISTRATES:**

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

Whereas, the Court of Common Pleas Judges and Staff recommend approving a contract between the Delaware County Board Of Commissioners, The Delaware County Court Of Common Pleas, and Imagesoft Inc. to Implement aiSMARTBENCH, a Decision-Support System for Delaware County Judges and Magistrates;

NOW, THEREFORE, BE IT RESOLVED that the board hereby approves a contract between the Delaware County Board Of Commissioners, The Delaware County Court Of Common Pleas, and Imagesoft Inc. to implement aiSMARTBENCH, a Decision-Support System for Delaware County Judges and Magistrates;

**ImageSoft Agreement of Work (AOW)**

<b>Agreement of Work No.</b>	17923
<b>Revision No.</b>	1
<b>Customer Name:</b>	Board of Commissioners, Delaware County, Ohio / Delaware County Court of Common Pleas
<b>Project Name:</b>	ImageSoft / Mentis aiSMARTBENCH Software and Implementation
<b>ImageSoft Contact:</b>	Josh Townsend
<b>Contract Type</b>	Fixed Price
<b>Submitted Date:</b>	07/20/2017

This Agreement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 West 11 Mile Rd, Suite 100, Southfield, MI 48034 (“ImageSoft”) and the Board of Commissioners, Delaware County, Ohio, (“Board”), whose principal offices are located at 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of the Delaware County Court of Common Pleas (“Court”) whose principal offices are located in 110 North Sandusky Street, Level 500, Delaware, Ohio 43015 (Board and Court collectively “Customer”) (hereinafter, individually "Party" and collectively "Parties").

This Agreement of Work (“AOW”) is to be attached to and is hereby made a part of the Professional Services Agreement (“PSA”) entered into by and between Customer and ImageSoft dated 02/06/2017.

Unless otherwise specified, the products and services provided within this AOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated 02/06/2017.

To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with, or in addition to the terms and conditions of this Agreement of Work, the terms and conditions of this Agreement of Work shall control.

The pricing and terms in this AOW are valid for sixty (60) calendar days from the date of submission.

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**1. Executive Summary**

Customer has requested the following Agreement of Work (AOW) for ImageSoft to implement the aiSMARTBENCH product for the Delaware County Court of Common Pleas.

The aiSMARTBENCH Software will be implemented using an ImageSoft / Mentis Implementation Methodology described in this AOW. Mentis is acting as a subcontractor to ImageSoft and will provide much of the services required to implement the solution.

The Project Scope is to complete an implementation of the aiSMARTBENCH Software in the Delaware County Court of Common Pleas. ImageSoft / Mentis will provide end user training, configuration and support for four (4) Pilot Judges, and five (5) non-judge users to bring them live on aiSMARTBENCH.

As part of the aiSMARTBENCH Implementation, ImageSoft / Mentis will use the existing Read-only Database Integrations to the Court's CourtView Case Management System. This integration will be used to transform the Court's CMS data and images into the aiSMARTBENCH Judicial Information Warehouse (JIW). The Integration Software will be used to manage the going-forward synchronization between the Court's CMS and the aiSMARTBENCH JIW.

**2. ImageSoft Agreement of Work**

**Described within this AOW is the project, which consists of Services and the Deliverables to be provided by ImageSoft / Mentis, and ImageSoft / Mentis responsibilities and Customer responsibilities to be provided in accordance with the terms of the Agreement.**

**2.1 Agreement of Work Dependencies**

The following assumptions were made by ImageSoft while preparing this AOW for Customer. These assumptions were directly or indirectly derived based on all initial conversations for this proposed project. A significant change in any of the below assumptions may directly affect the work, schedule, and cost of this project.

1. The Court must designate and provide one Court employee or representative as a primary point of contact who will be responsible for project management and one IT support resource for responding to ImageSoft / Mentis' questions and issues relating to the Project. Note: issues may occur in overnight processing which may require after hours assistance. The Court's IT resource skills set should include the following:
  - o Network administrator: responsible for managing user accounts and access to system
  - o Database administrator: responsible for providing access to database resources which will be required by the aiSMARTBENCH software
2. The Court must make available judicial staff or court administration staff to provide input regarding document workflow and courtroom processes.
3. The Court must provide sufficient, qualified, and knowledgeable personnel capable of making timely decisions necessary to move the Project forward to completion.
4. The Court must identify the appropriate Court staff that will be trained on aiSMARTBENCH to provide end user training and support and post Go Live Processing customer support.
5. The Court will provide remote access through ports 80 (http), 443 (https) and 3389 (Remote Desktop) to the aiSMARTBENCH Implementation Server for the duration of the Implementation process, and to the aiSMARTBENCH production web server containing the production environment.
6. The Court will provide ImageSoft / Mentis access to (or procure any necessary rights on Mentis' behalf) any software or database necessary to enable the building, implementation and support of the Integration Software.
7. ImageSoft / Mentis is not responsible for delays or any other issues that arise due to the Court's failure to provide access to the required judicial personnel, third party software, database(s), backfile images, hardware or infrastructure, or network connectivity as required under this AOW or the Project plan.

**2.2 Project Introduction and Timeline:**

This project has ten (10) phases. Each phase is comprised of specific tasks and milestones. Since there are critical dependencies within these phases, they must be executed in a sequential manner. Although some of the tasks in these phases will be executed concurrently with other tasks, any delay in completing specific phases will extend the project

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timeline. The project timeline starts after the following prerequisite tasks are completed.

- This AOW is executed
- Project Kick-off Conference Call
- Integration Readiness Meeting
- A backup of the CMS/DMS database and images are delivered and validated by Mentis

aiSMARTBENCH software implementation phases are listed below:

1. Integration Readiness
2. Integration Data Review and Verification
3. Implementation Planning Meeting
4. Building the Judicial Information Warehouse
5. System Configuration and Training
6. Gap Processing
7. User Acceptance Testing
8. Pilot
9. Go Live Processing
10. Project Closure and Support Transition

### **2.2.1 Project Kick-off**

ImageSoft / Mentis will schedule a Kick-off Conference Call to introduce the Project team, provide an overview of the Project and schedule the Integration Readiness Meeting. During the Kick-off Call, ImageSoft / Mentis will provide an Integration Readiness Questionnaire to the Court to gather security, hardware, network and other details necessary to prepare for the Integration Readiness Meeting.

This activity consists of the following subtasks:

- ImageSoft / Mentis will conduct the Project Kick-off Conference Call
- ImageSoft / Mentis will provide Court an Integration Readiness Questionnaire
- ImageSoft / Mentis will provide the aiSMARTBENCH AOW
- ImageSoft / Mentis and the Court will jointly schedule the Integration Readiness Meeting

This activity consists of the following milestones:

- Project Kick-Off Conference Call is completed
- The Court completed Integration Readiness Questionnaire is returned to ImageSoft / Mentis at least one week before the date of the Integration Readiness Meeting
- ImageSoft and the Court execute the AOW prior to the start of Integration Readiness meeting
- ImageSoft / Mentis receives a backup of the CMS/DMS database and images prior to the Integration Readiness Meeting

### **2.2.2 Integration Readiness Meeting**

The objective of the Integration Readiness Meeting is to review the overall implementation process, timeline and other implementation considerations. ImageSoft / Mentis will review the process of building the aiSMARTBENCH Judicial Information Warehouse, user configuration options, court calendar processes, document generation and user security rules.

This activity consists of the following subtasks:

- ImageSoft / Mentis will provide the appropriate staff to conduct the Implementation Planning Meeting
- The Court will identify the appropriate Court and IT staff to attend the meeting
- The Court will provide the appropriate meeting facilities and host the meeting
- The Court will deliver a backup of its CMS/DMS database and images to be used to test the Integration Software and to be used for backfile processing, if applicable.

This activity consists of the following milestones:

- The Integration Readiness Meeting is held.

#### **2.2.2.1 Integration Data Review and Verification**

To facilitate the Integration Data Review and Verification phase and backfile processing tasks, ImageSoft / Mentis will lend an aiSMARTBENCH Implementation Server to the Court to manage the backfile document processing and to facilitate aiSMARTBENCH configuration and training activities. The aiSMARTBENCH Implementation Server has

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been preconfigured with a demonstration aiSMARTBENCH environment, an SSL certificate and the aiSMARTBENCH Integration Software for the Court's CMS/DMS. The Court will install the aiSMARTBENCH Implementation Server on their network. This server will be remotely accessed by ImageSoft / Mentis implementation and technical staff during the backfile and implementation process. The following external connectivity is required:

- Ensure that the aiSMARTBENCH Implementation Server is publicly routable on TCP ports 80 (HTTP) and 443 (HTTPS).
- If possible, provide public routable access on TCP port 3389 (RDP). Alternatively, provide VPN connectivity.

ImageSoft / Mentis will remotely access the aiSMARTBENCH Implementation Server to build the aiSMARTBENCH Test Environment from the aiSMARTBENCH Judicial Information Warehouse using the default aiSMARTBENCH Court Configuration. This default configuration will display the Court's converted CMS/DMS Data in the aiSMARTBENCH Case Summary and Group Docket features. ImageSoft / Mentis will review the aiSMARTBENCH Test Environment with the specified Court staff to verify the converted data elements are working properly and to review the default Case Summary and Group Docket features in the Integration Software to ensure that they contain all the necessary data elements.

This activity consists of the following subtasks:

- ImageSoft / Mentis ships an aiSMARTBENCH Implementation Server to the Court
- The Court will provide remote access as specified above
- ImageSoft / Mentis will build an aiSMARTBENCH Test Environment
- The Court will validate the converted data/images in the aiSMARTBENCH Test Environment
- The Court will review the default aiSMARTBENCH Court Configuration
- ImageSoft / Mentis and the Court will jointly address any issues or concerns with the converted CMS/DMS data or the default Court Configuration

This activity consists of the following milestones:

- The Court confirms that data is being correctly processed by the aiSMARTBENCH Integration Software
- The Court confirms that the aiSMARTBENCH Case Summary and Group Docket configurations contains the agreed upon metadata

#### **2.2.2.2 Implementation Planning Meeting**

Mentis will conduct an onsite Implementation Planning Meeting to review the remaining implementation phases and their detailed tasks and timelines. As part of this meeting, any outstanding issues or items from the Integration Data Review and Verification Phase will be discussed and a plan to resolve them will be implemented.

##### **Tasks**

- Mentis will provide the appropriate staff to conduct the Implementation Planning Meeting
- The Court will identify the appropriate Court and IT staff to attend the meeting
- The Court will provide the appropriate meeting facilities and host the meeting
- Mentis and the Court will schedule the System Configuration sessions

##### **Milestone**

- Implementation Planning Meeting is held

#### **2.2.2.3 Building the aiSMARTBENCH Judicial Information Warehouse**

The aiSMARTBENCH Implementation Server will be used to manage the backfile process of building the aiSMARTBENCH Judicial Information Warehouse from the Court's historical CMS/DMS data and image repository. A backfile processing environment will be created on the aiSMARTBENCH Implementation Server and the Court will provide access to either their production or replicated CMS/DMS environment.

The aiSMARTBENCH backfile processing software will access the CMS/DMS to do an initial import of the necessary CMS metadata (Case, Docket, Calendar, Parties, Financial information, etc.) and DMS data/images. Once this one backfile import is completed, the backfile processing will run in a "stand alone" environment that will not access the Court's production CMS/DMS until the backfile processing is complete.

The backfile processing environment is considered the aiSMARTBENCH production environment. Once the Court's production hardware for aiSMARTBENCH is installed and configured, ImageSoft / Mentis will move the aiSMARTBENCH backfile environment from the aiSMARTBENCH Implementation Server to the Court's production hardware.

The aiSMARTBENCH Implementation Server will be still used as the master server to manage the backfile processing; the Court's production hardware will be used for database and application processing.

This activity consists of the following subtasks:



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- ImageSoft / Mentis will create a backfile processing environment on the aiSMARTBENCH Implementation Server
- The Court will provide access from the aiSMARTBENCH Implementation Server to either their production or replicated CMS/DMS environment
- ImageSoft / Mentis will start the historical backfile processing to build the aiSMARTBENCH Judicial Information Warehouse
- The Court will provide aiSMARTBENCH hardware that meets the minimum specifications described in the Minimum Hardware Requirements provided by ImageSoft / Mentis.
- The Court will install the aiSMARTBENCH production hardware and provide internal and network connectivity as specified
- ImageSoft / Mentis will move the backfile processing environment to the Court Production Hardware
- ImageSoft / Mentis will manage the backfile processing

This activity consists of the following milestones:

- The backfile processing is completed
- The Court aiSMARTBENCH production environment and hardware is ready for User Acceptance Testing

### **2.2.3 System Configuration and Training**

While the Judicial Information Warehouse is being built, ImageSoft / Mentis and the Court will conduct remote meetings to review the data elements available in the aiSMARTBENCH Judicial Information Warehouse and determine how they may be configured for use in aiSMARTBENCH. Each meeting will focus on an aspect of the system configuration (for example; users, cases and parties, documents, case summary, glances, templates, folders, etc.). The activities will identify options to present the available data elements in the aiSMARTBENCH user interface for various judicial purposes. The test environment will be available to prototype and test configuration options. Configurations made in the production environment will provide the basis for the Pilot and Go-Live Processing phases.

Prior to the start of this phase, the Court will identify documents used by the judges. During this phase, on-site training will be conducted for the Court staff responsible for providing system and IT administrative support. The Court staff will convert and/or create additional document templates that will be used for the Pilot and for Go-Live Processing.

Additional on-site training will be conducted for the Court staff responsible for providing system and IT administrative support. This on-site training will include:

- Basic Navigation Training
- System Administration and IT Training
- Document Template Configuration Training
- Train-the-Trainer Training

This activity consists of the following subtasks:

- The Court will be responsible to work with the ImageSoft / Mentis implementation staff to:
  - Review data elements and data values
  - Configure initial aiSMARTBENCH visual elements (dashboard, case summary, glances, folders, etc.)
  - Confirm users (judge, court clerks, judicial support and IT staff) who will participate in the Pilot
  - Provide the set of documents (5 per judge) to be converted into templates, and create templates for each document
  - Coordinate decisions so that end user interests are represented

This activity consists of the following milestones:

- The production environment is accepted by the Court

### **2.2.4 Gap Processing**

Once the backfile processing is completed, ImageSoft / Mentis will switch the aiSMARTBENCH production environment from backfile to going-forward processing mode. Once in going-forward mode, aiSMARTBENCH will access the CMS/DMS to update the aiSMARTBENCH Judicial Information Warehouse with all the new or revised

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CMS/DMS data and images that have been processed since the initial backfile import was done.

At the completion of the Gap Processing, the aiSMARTBENCH Judicial Information Warehouse will be synchronized with the Court's CMS/DMS. By the end of this phase, the aiSMARTBENCH production environment will be synchronized with Court data and image sources on a near real time basis. Once synchronized, the environment is ready for User Acceptance Testing.

This activity consists of the following subtasks:

- ImageSoft / Mentis will switch the aiSMARTBENCH production environment from backfile to going-forward processing
- ImageSoft / Mentis will process the Gap batch and synchronize the aiSMARTBENCH Judicial Information Warehouse with Court's CMS/DMS

This activity consists of the following milestones:

- The production environment is ready for User Acceptance Testing.

### **2.2.5 User Acceptance Testing**

The objective in this phase is to finalize the aiSMARTBENCH production environment for use by the Pilot Judges. The Court staff and ImageSoft / Mentis will review the user setup, glances, calendars, templates and folders that will be used during the Pilot. As a part of this process, the converted data and images will be reviewed and verified one final time. ImageSoft / Mentis will conduct on-site Train-the-Trainer Training for the designated Court staff.

This activity consists of the following subtasks:

- The Court and ImageSoft / Mentis will review the aiSMARTBENCH production environment
- ImageSoft / Mentis will conduct the Basic Navigation and System Administration Training
- The Court validates aiSMARTBENCH production environment
- ImageSoft / Mentis and the Court will schedule Pilot Training and Go-Live Processing

This activity consists of the following milestones:

- aiSMARTBENCH is ready for use by the Pilot Judges

### **2.2.6 Pilot**

ImageSoft / Mentis will provide on-site individual training and support to the Pilot Judges using the aiSMARTBENCH production environment. As a part of this process, the Pilot Judges will learn how to change the default configuration options. Once the training is completed, the Pilot Judges are ready for Go-Live Processing on aiSMARTBENCH.

This activity consists of the following subtasks:

- ImageSoft / Mentis will provide on-site training and Go-Live support for the Pilot Judges and judicial support staff

This activity consists of the following milestones:

- The Pilot Judges are live, using aiSMARTBENCH in the Court's production environment
- The Court schedules the Go-Live Processing dates for the remaining judges, judicial officers and judicial support staff

### **2.2.7 Go Live Processing**

The Court's Trainers will conduct training and provide on-site support for the remaining judges, judicial officers and judicial support staff. Once the training is completed, the remaining aiSMARTBENCH users are ready for Go-Live Processing. If requested, ImageSoft / Mentis can provide additional on-site end user support on a time and materials basis.

This activity consists of the following subtasks:

- ImageSoft / Mentis will provide remote go-live support for the judges and staff as they begin Go-Live Processing

This activity consists of the following milestones:

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- The judges, judicial officers and judicial support staff are using aiSMARTBENCH in the Court’s production environment

### 2.2.8 Project Closure and Support Transition

The Project Closure and Support Transition phase of the Project will commence once Pilot Judges have commenced Go-Live Processing. ImageSoft / Mentis will conduct a Support Transition Meeting to introduce the ImageSoft / Mentis Customer Support team and to review and answer any questions regarding ImageSoft / Mentis’ support level procedures and escalation process.

This activity consists of the following subtasks:

- ImageSoft / Mentis conducts the Project Closure and Support Transition Meeting

This activity consists of the following milestones:

- The Court’s Judicial User are live on aiSMARTBENCH

## 2.3 Licensed Software, License Fees, Maintenance Fees and Services

### A. Licensed Software:

aiSMARTBENCH is comprised of the following applications:

- **aiCONTROL**, the collection of back-office applications and web services responsible for communicating with the Case Management System, Document Management System and other data sources, and for bulk pre-processing to enable real-time and integrated access to the information.
- **aiMANAGE**, the application responsible for system, environment and user configuration
- **aiSMARTBENCH**, a web-based application, suitable for use by judges, courtroom clerks, and other judicial personnel in the courtroom, in chambers, or away from the courthouse, to view and research aggregated data about cases, parties, calendars and documents, and to electronically generate and sign orders.
- **aiCOREWEB**, the application responsible for managing aiSMARTBENCH secure communications and client upgrades.
- **Integration: Read Only Integrations to OnBase DMS and CourtView CMS**

### B. Field of Use

Customer is limited to use of the Licensed Software only for documents filed with the Delaware County Court of Common Pleas (“Court Documents”) and further limited to the User Types specified below.

### C. aiSMARTBENCH License Fees:

The License Fees below allow the specified User Types to use aiSMARTBENCH solely to process the Court Documents specified in B above. The license will allow Customer to process existing and new court case data and documents. The License Fees include the maximum of Users as specified below (either locally or remotely attached). Additional License Fees will apply for additional Users, additional User Types (including but not limited to State’s Attorneys, Public Defenders and other categories not expressly included below) or if the Licensed Software is used to process Court Documents other than those specified in B above.

Licensed Software:	Maximum Number of Users:	Price Per User:	License Fees:
<b>aiSMARTBENCH User Types:</b>			
Judges	4	\$7,650	\$30,600
Non-Judges including referees and magistrates	5	\$1,950	\$9,750
20% “First-in-State” discount			-\$8,070
<b>Subtotal</b>			<b>\$32,280</b>
<b>Read Only Integration –</b> Integration with Delaware’s existing CourtView CMS / DMS	N/A	N/A	\$12,000
<b>Total Software License Fees</b>			<b>\$44,280</b>



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Expenses Billed Monthly as Incurred	\$ 5,400.00
<b>Total Services and Expenses</b>	<b>\$ 27,800.00</b>

After the initial Support Period, Renewal Periods are invoiced in advance on the Software Maintenance Anniversary Date and are due on that date.

“Software Maintenance Anniversary Date” is ninety (90) days after Go Live Processing and, for each successive Renewal Periods, twelve months thereafter.

### 2.3.2 Software Procurement and Maintenance

Pertaining to future software purchases beyond the phase 1 project scope outlined above, the Software Maintenance Fee is due ninety (90) days from purchase date. Thereafter, Renewal Periods are invoiced in advance on the Software Maintenance Anniversary Date and are due on that date.

## 3. Terms and Conditions

The Parties agree to the following terms and conditions:

### A. Taxes

Delaware County, Ohio is a political subdivision and tax exempt. ImageSoft shall not charge Customer any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that ImageSoft provides to Customer pursuant to this Agreement.

### B. Confidentiality

ImageSoft, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ImageSoft, or divulge, disclose, or communicate in any manner, any information that is proprietary to Customer or that is confidential pursuant to law. ImageSoft and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, ImageSoft will return to Customer all records, notes, documentation, and other items that were used, created using Customer’s materials, or controlled by ImageSoft during the term of this Agreement. Notwithstanding the foregoing, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ImageSoft prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ImageSoft prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by ImageSoft or its officers, employees, agents, and the like prior to the Effective Date.

### C. Warranty

ImageSoft shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Customer’s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ImageSoft on similar projects. ImageSoft guarantees Customer’s satisfaction and promises to refund the entire Agreement price if Customer is unsatisfied.

1.

### D. Termination

This Agreement may be terminated as follows:

#### I. Termination for the Convenience

ImageSoft or Customer may terminate this Agreement for convenience at any time and for any reason upon delivering thirty (30) days written notice to ImageSoft or Customer.

#### II. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, ImageSoft or Customer shall provide 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 Agreement may, at the election of the aggrieved party, be immediately terminated.

#### III. 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. If ImageSoft or Customer fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by ImageSoft or Customer shall be authorized in writing and signed by an authorized representative(s) of the waiving party.

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Termination pursuant to this section shall relieve ImageSoft or Customer of any and all further obligations under this Agreement.

ImageSoft or Customer retain and may, without limitation, exercise any and all available administrative, contractual, equitable, or legal remedies.

If the Agreement is terminated pursuant to this Section, ImageSoft shall have no cause of action against Customer, and/or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the services rendered prior to the effective date of termination.

**E. Indemnification**

ImageSoft shall provide indemnification as follows:

- I. To the fullest extent of the law and without limitation, ImageSoft agrees to and shall indemnify and hold free and harmless Customer and Delaware County, Ohio (“County”) and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (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 ImageSoft’s performance of this Agreement or the actions, inactions, or omissions of ImageSoft or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of ImageSoft’s boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively “Contracted Parties”). ImageSoft agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that ImageSoft 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. ImageSoft further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that ImageSoft 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.
- II. ImageSoft 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 arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

**F. Insurance**

- I. **General Liability**  
ImageSoft shall maintain commercial general liability insurance of \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- II. **Automobile Liability Coverage**  
ImageSoft shall maintain automobile liability insurance of \$1,000,000 for each accident. Such coverage shall include coverage for owned, hired, and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- III. **Workers’ Compensation Coverage**  
ImageSoft shall maintain worker’s compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- IV. **Additional Insureds**  
The Customer shall be named as an additional insureds with respect to all activities under this Agreement in the policies required by subsections (I) and (II). ImageSoft shall require all of its subcontractors to provide like endorsements.
- V. **Proof of Insurance**  
Prior to the commencement of any work under this Agreement, ImageSoft, and all of its subcontractors, shall furnish the Customer with properly executed certificates of insurance for all insurance required by this Agreement and properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insureds as required in Subsection (IV). Certificates of insures shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the Customer. ImageSoft will

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replace certificates for any insurance expiring prior to the expiration of the term under this Agreement.

**G. Independent Contractor**

ImageSoft agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

ImageSoft assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement. ImageSoft and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of Customer or Delaware County, Ohio.

**H. Independent Contractor Acknowledgement/No Contribution to OPERS**

Customer and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified ImageSoft as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of ImageSoft and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. ImageSoft acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If ImageSoft is an individual or has less than five (5) employees, ImageSoft, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If ImageSoft has five (5) or more employees, ImageSoft, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

\_\_\_\_\_  
Scott Bade  
President

**I. Licenses**

ImageSoft certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. ImageSoft further certifies and warrants that all such licenses are operative and current and have not been revoked or are not currently suspended for any reason.

**J. Access to Records**

At any time, during regular business hours, with reasonable notice, and as often as Customer or other agency or individual authorized by Customer may deem necessary, ImageSoft shall make available to Customer and/or individual authorized by Customer all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents, and all other information or data relating to all matters covered by this Agreement. Customer and/or individual authorized by Customer shall be permitted by ImageSoft to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Agreement. ImageSoft acknowledges that Ohio's Public Records laws apply to this Agreement and agrees not to assert any claim that would interfere with Customer complying with a valid public record's request. Notwithstanding the foregoing, and unless otherwise required by applicable statute, such materials will not include any work of authorship which was fixed in a tangible medium of expression by ImageSoft prior to the Effective Date, any intellectual property or other proprietary or trade secret information conceived or originated by ImageSoft prior to the Effective Date, or any discovery, concept, or idea conceived, created, or acquired by ImageSoft or its officers, employees, agents, and the like prior to the Effective Date.

**K. Retention of Records**

ImageSoft shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents, and all other information or data relating to all matters covered by this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement or the retention period, ImageSoft shall 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.

**L. Campaign Finance - Compliance with R.C. § 3517.13**

R.C. §§ 3517.13(I)(3) and (J)(3) requires that no political subdivision shall award any Agreement for the purchase of goods with a cost aggregating more than ten thousand dollars (\$10,000) in a calendar year or

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services with a cost aggregating more than ten thousand dollars (\$10,000) 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 Agreement includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of R.C. § 3517.13. ImageSoft 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 Agreement will prohibit Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit B and by this reference made a part of this Agreement.

**M. Certification for Findings for Recovery**

By signature of its representative below, ImageSoft hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

\_\_\_\_\_  
Scott Bade  
President

**N. Audits**

ImageSoft agrees to fully cooperate with any audit of expenditures and/or records of service delivery conducted in association with this Agreement. ImageSoft 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 Agreement. ImageSoft agrees to reimburse the Customer the amount of any such audit exception.

**O. Non-Discrimination**

In fulfilling the obligations and duties of this Agreement, ImageSoft shall not discriminate against any employee of applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

ImageSoft shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

ImageSoft agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that ImageSoft complies with all applicable federal and state non-discrimination laws. ImageSoft shall incorporate the foregoing requirements of this section in all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**P. Accessibility**

ImageSoft certifies and agrees as follows:

ImageSoft, all subcontractors, and/or any person acting on behalf of ImageSoft or any subcontractor shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.

ImageSoft, all subcontractors, and/or any person acting on behalf of ImageSoft or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and 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.

**Q. Certification Regarding Personal Property Taxes**

By signature of its representative below, ImageSoft hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

\_\_\_\_\_  
Scott Bade  
President

**R. Drug Free Environment**

ImageSoft agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. ImageSoft shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.



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**S. County Policies**

ImageSoft shall be bound by, conform to, comply with, and abide by all current applicable Delaware County, Ohio policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, subcontractors, and/or volunteers performing work under this Agreement and/or for or on behalf of the Customer to comply with County Policy and shall be responsible for such compliance. Customer may, in its sole discretion, immediately terminate this Agreement for failure of ImageSoft or any of its employees or subcontractors to comply with County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Customer reserves the authority to change, amend, replace, enact, repeal, and/or rescind County Policy at any time and without notice.

**T. Entire Agreement**

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**U. Severability**

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**V. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**W. Waivers**

No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**X. Notice**

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered; sent via certified United States Mail, return receipt requested; sent via a nationally recognized and reputable overnight courier, return receipt requested; or via facsimile, confirmation of receipt required, to the following individuals at the following addresses and shall be effective on the date received.

**Customer:**

Kristin Schultz  
Court Administrator – General Division  
Delaware County Court of Common Pleas  
110 North Sandusky Street, Level 500  
Delaware, Ohio 43015

Denise Martin  
Court Administrator – Domestic Relations Division  
Delaware County Court of Common Pleas  
110 North Sandusky Street, Level 400  
Delaware, Ohio 43015

Katie Stenman  
Court Administrator – Juvenile/Probate Divisions  
Delaware County Court of Common Pleas  
110 North Sandusky Street, Level 500  
Delaware, Ohio 43015

Mike Frommer  
County Administrator  
Delaware County Board of County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

**ImageSoft:**

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Scott Bade  
ImageSoft, Inc.  
1150 National Parkway  
25900 West 11 Mile Road, Suite 100  
Southfield, MI 48034

**Y. Assignment**

The Parties may not assign or transfer this Agreement without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld.

**Z. Headings**

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**AA. Force Majeure**

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

**BB. Competitive Bidding**

Consistent with R.C. § 307.86 and the requirements of such statute, this Agreement is not required to be competitively bid. This Agreement is for sole-source software.

**CC. Drafting, Counterparts, and Signatures**

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Agreement may be executed in counterparts. 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                      Mrs. Lewis                      Absent    Mr. Merrell                      Aye                      Mr. Benton                      Aye

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**RESOLUTION NO. 18-81**

**IN THE MATTER OF APPROVING MODIFICATION #1 TO THE ENGINEERING SERVICES AGREEMENT WITH SHREMSHOCK ARCHITECTS, INC. FOR ALTERATIONS TO THE DELAWARE COUNTY JAIL AT 844 US HWY 42 N, DELAWARE, OHIO 43015:**

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

Whereas, the Director of Facilities recommends approval of Modification #1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Modification #1 to the Engineering Services Agreement with Shremshock Architects, Inc. for alterations to the Delaware County Jail at 844 Us Hwy 42 N, Delaware, Ohio 43015:

**ENGINEERING SERVICES AGREEMENT  
(MODIFICATION #1)**

This Agreement is made and entered into this 25<sup>th</sup> day of January, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Shremshock Architects, Inc. ("Consultant"), hereinafter collectively referred to as the "Parties," shall be known as "Modification #1" and shall modify the "Prime Agreement" approved on August 31, 2017 as follows:

**1 SERVICES PROVIDED BY CONSULTANT**

1.1 The Consultant will provide "Services" in connection with the following "Project":  
Alterations to the Delaware County Jail at 844 US Hwy 42 N, Delaware, Ohio 43015

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- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Consultant's Professional Services Agreement and Project Proposal

**2 AGREEMENT AND MODIFICATIONS**

- 2.1 The Prime Agreement and any previous contract modifications between the Parties relating to the Project are listed below:  
Prime Agreement, August 31, 2017, Resolution #17-913
- 2.2 The Prime Agreement as modified herein, and including all prior modifications and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.
- 2.3 Unless stated otherwise in the Scope of Services, all services authorized by the County under any prior agreement(s) listed above are to be completed by the Consultant prior to initiating additional Services under this Agreement.

**3 FEES AND REIMBURSABLE EXPENSES**

- 3.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 3.2 For all services described in the Scope of Services and Fee Proposal for this Modification, except "If Authorized" tasks, the lump sum fee shall be \$19,492.00.
- 3.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the County Administrator. The total fee for all "If Authorized" tasks shall not exceed \$5,000.00.
- 3.4 Total compensation under this Agreement, including all prior agreements listed in Section 2.1, shall not exceed \$74,392.00 without subsequent modification.
- 3.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**4 NOTICES**

- 4.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Jon Melvin, Director of Facilities  
Address: 1405 US Hwy 23 North, Delaware, OH 43015  
Telephone: 740-833-2280  
Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Daniel Imlay, RA  
Address of Firm: 7400 West Campus Road, Suite 150  
City, State, Zip: New Albany, OH 43054  
Telephone: (614) 545-4550 x294

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Email: dimlay@shremshock.com

**5 REMAINING PROVISIONS**

5.1 All remaining terms of the Prime Agreement shall remain in full force and effect.

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

**14  
RESOLUTION NO. 18-82**

**IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO CHESHIRE ROAD AND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH MEAD & HUNT FOR ENGINEERING SERVICES :**

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

WHEREAS, on September 26, 2016, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 16-939, declaring the need for improvements to Africa Road; and

WHEREAS, Section 5555.02 provides that the Board, by resolution adopted by a majority vote and acting without regard to or the necessity for a petition, may find that the public convenience and welfare require the improvement of any public road or roads or parts of any public road or roads; and

WHEREAS, the County Engineer recommends improving Cheshire Road between South Old State and Africa Road by minor widening and resurfacing the road in combination with the planned improvement of Africa Road; and

WHEREAS, a commitment of Federal Highway Funding for up to 80 percent of the cost of constructing such improvements has been obtained; and

WHEREAS, the County Engineer requests the assistance of a consulting engineer to prepare surveys, plans, specifications and estimates for the improvement, and has selected Mead & Hunt of Columbus, Ohio through a qualifications-based selection process conforming to R.C. 153.65, *et. seq.*, and has negotiated an agreement to perform said work;

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

Section 1. The Board hereby finds that the public convenience and welfare require improvement of Cheshire Road by minor widening and resurfacing between South Old State Road and Africa Road; and

Section 2. No special assessments shall be levied or collected to pay for the improvements; and

Section 3. The following agreement is hereby approved:

**PROFESSIONAL SERVICES AGREEMENT  
DEL-CR21-3.85/CR72-3.45 ~ Africa and Cheshire Roads Resurfacing Project  
Contract #E103828**

This Agreement is made and entered into this 25<sup>th</sup> day of January, 2018, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **Mead & Hunt, Inc.**, 4700 Lakehurst Court, Suite 110, Columbus, Ohio 43016, (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Africa and Cheshire Roads Resurfacing Project (DEL-CR21-3.85/CR72-3.45, PID 103828)  
Resurfacing from Jaycox Road (TR110) north on Africa Road to the intersection with Cheshire Road then west along Cheshire Road to approximately 300’ east of South Old State Road (CR10).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:
  - 1.3.1 Scope of Services last revised: December 8, 2017

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1.3.2 Fee Proposal last revised: December 29, 2017

**2 SUPERVISION OF SERVICES**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the "Project Manager" and agent of the County for this Agreement.

2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:

a. For all services described in the Scope of Services and Fee Proposal as "Basic Services", the lump sum fee shall be **\$208,823**.

b. For all services described in the Scope of Services and Fee Proposal as "If Authorized Services", payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$130,016**.

4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in "If Authorized Services" with written consent of the Consultant when the Project Manager determines the necessity therefor.

4.3 Total compensation under this Agreement shall not exceed **\$338,839.00** without subsequent modification by both Parties.

4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

5.1 "Notices" issued under this Agreement shall be served to the Parties listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer  
Attn: Tiffany Jenkins, P.E.  
Address: 50 Channing Street, Delaware, Ohio 43015  
Telephone: 740-833-2400  
Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Michael Ciotola, PE, Assoc. DBIA  
Address of Firm: 4700 Lakehurst Court, Suite 110  
City, State, Zip: Columbus, Ohio 43016  
Telephone: 614-792-5900  
Email: Michael.Ciotola@meadhunt.com

**6 PAYMENT**

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.

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6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS**

7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Project Manager and shall complete the Services by February 15, 2019.

7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**10 OWNERSHIP**

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

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- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement 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

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affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: 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.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

**15**

**RESOLUTION NO. 18-83**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE COUNTY ENGINEER'S OFFICE:**

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles or other conveyances and maintain them for the use of the county engineer and the county engineer's assistants when on official business; and

WHEREAS, the County Engineer's Office has a need for additional pickup trucks, single axle snow and ice control truck equipment package, and dump truck chassis for use in performing the office's official duties; and

WHEREAS, the Board is a member of the State of Ohio's cooperative purchasing program; and

WHEREAS, the pickup trucks are available for purchase via the State of Ohio's cooperative purchasing program; and



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WHEREAS, the Board is a member of the National Joint Purchasing Alliance’s (NJPA) cooperative purchasing program; and

WHEREAS, the single axle snow and ice control truck equipment package is available via the NJPA cooperative purchasing program; and

WHEREAS, the Board also participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the dump truck chassis is available for purchase via the ODOT cooperative purchasing program;

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

Section 1. The Board hereby authorizes the purchase of four (4) Dodge Ram 1500 Pickup Trucks from Vision Automotive at the total price of \$100,044.

Section 2. The Board hereby authorizes the purchase of one (1) Henderson Single Axle Snow and Ice Control Truck Equipment Package from Henderson Products, Inc. at the total price of \$76,240.00.

Section 3. The Board hereby authorizes the purchase of one (1) Volvo Chassis from Fremont Volvo at the total price of \$95,597.10.

Section 4. The purchase authorized in Section 1 hereof shall be subject to the contract and terms and conditions for Contract # RS901018 in the State of Ohio’s cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

Section 5. The purchase authorized in Section 2 hereof shall be subject to the contract and terms and conditions for contract #080114-HPI in the NJPA cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

Section 6. The purchase authorized in Section 3 hereof shall be subject to ODOT ITB # 023-18 in the ODOT cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

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

**16**  
**RESOLUTION NO. 18-84**

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:**

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the “Board”) to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
5653	2005 Chevrolet 1500 Pickup Truck	1GCEK14V25Z1899975
ENG0606	2006 Dodge P1500 Pickup Truck	1D7HU16N86J202349
ENG0607	2006 Dodge P1500 Pickup Truck	1D7HU16N66J202351
ENG0611	2007 GMC Canyon Pickup Truck	1GTDT19E378151950

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ENG0613	2007 GMC Canyon Pickup Truck	1GTDT19E378152086
33083000031	1986 Gledhill 11" Plow	56147
	1984 Gledhill 11" Plow	48988
0211249902	1999 Bonnel 11" Plow	2234

(hereinafter collectively referred to as the "Property").

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that any of the Property that is not sold by internet auction within a reasonable period of time has no value and may be discarded or salvaged.

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

**17**

**RESOLUTION NO. 18-85**

**IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board"), in collaboration with the Franklin County Board of Commissioners, deems it necessary for the public convenience and welfare to construct a highway improvement known as the Smothers Road-Schott Road-Red Bank Road Improvements (FRA-CR20-3.80) by construction, reconstruction, installation, replacement, repair, maintenance and improvement thereof (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Sidney C. Lyons, Sr. & Sidney C. Lyons, Jr.	2-WDV, TV	\$29,275.00
Danny Smith	3-WDV, TV	\$13,380.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein are for the purpose of making or repairing roads which shall be open to the public without charge, and the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

**18**

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RESOLUTION NO. 18-86

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENT FOR GENOA BAPTIST CHURCH:

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

WHEREAS, on January 25, 2018, a Ditch Maintenance Petition for Genoa Baptist Church was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Genoa Baptist Church located off of Worthington Road in Genoa Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$148,875.08 for the benefit of the lot(s) being created in this site. The developed area of 38.76 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$76.90 per acre. An annual maintenance fee equal to 2% of this basis (\$2977.50) will be collected for each developed lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2977.50 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

19

RESOLUTION NO. 18-87

IN THE MATTER OF APPROVING AN OPTION TO RENEW ON THE CONTRACT BETWEEN EVERBRIDGE, INC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR COUNTY WIDE EMERGENCY NOTIFICATION SERVICES:

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

Whereas, The Contract between Everbridge, Inc. and The Delaware County Board Of Commissioners for County Wide Emergency Notification Services allows for up to a four (4) year renewal at the end of the initial term; and

Whereas, the Director of Emergency Communications has received a quote and recommends approving the option to renew the existing service contract for twenty-six (26) months at a cost of \$43,232.88;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the option to renew on the contract between Everbridge, Inc. and The Delaware County Board Of Commissioners for County Wide Emergency Notification Services.

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

20

RESOLUTION NO. 18-88

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY DRAINAGE MAINTENANCE PROGRAM:

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 25, 2018**

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Drainage Maintenance Program administered by the Delaware Soil and Water Conservation District Board of Supervisors to expend county monies for the purchase of a new automobile; and

WHEREAS, the automobile is available for purchase through the State of Ohio's cooperative purchasing program (the "Program");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new automobile to be used by the Delaware Soil and Water Conservation District employees for the following reasons: (1) existing automobiles have reached the end of their useful service lives; (2) a new automobile is necessary to provide safe and reliable transportation for the Delaware Soil and Water Conservation District employees; and (3) a new automobile will ensure optimal service to the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of one (1) 2018 Dodge Ram 1500 Model#DS6L98 vehicle at a cost of \$25,189.00 and declares that the purchase of said vehicle shall be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901018-8 which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the Delaware Soil and Water Conservation District to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 21911401-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware Soil and Water Conservation District and the County Auditor.

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

**22**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-No reports

**23**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton  
-Attended DKMM yesterday. Rumpke came with a better proposal than expected.  
-Will be attending an Economic Forecast luncheon today.  
-Tonight the BIA will have their annual BIA Shines Awards banquet. Mike Frommer will be receiving the Citizen of the Year award.  
-Will be meeting the BIA Director Jon Melchi  
-There is a bill proposed in the Legislature that will make Ohio a 'right to work' state. That would eliminate prevailing wage which would save lots of money.  
-Orange Township was awarded a Trail Grant for their North Park Trail from Ohio Department of Natural Resources. They also have a draft zoning plan. This will help in attracting businesses to the area.  
-Had the honor of attending the retirement of Pat Tiberi last night. Congrats to Pat and best wishes.

Commissioner Merrell  
-Will be meeting Jon Melchi next week.  
-Thought the DKMM meeting went well.  
-Thank you to Pat Tiberi for 17 years to public service.

**21**

**RESOLUTION NO. 18-89**

**10:00AM PUBLIC HEARING FOR CONSIDERATION OF THE CLARKSHAW DRAINAGE IMPROVEMENT PETITION FILED BY CLARKSHAW LLC AND OTHERS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:05 AM

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

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**21 continued**

**RESOLUTION NO. 18-90**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**21 continued**

**RESOLUTION NO. 18-91**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE CLARKSHAW DRAINAGE IMPROVEMENT PETITION FILED BY CLARKSHAW LLC AND OTHERS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:22 AM.

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

**21 continued**

**RESOLUTION NO. 18-92**

**IN THE MATTER OF THE COMMISSIONERS DISMISSING THE CLARKSHAW DRAINAGE IMPROVEMENT PETITION FILED BY CLARKSHAW LLC AND OTHERS DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT; THE PROJECT IS NOT NECESSARY OR THE PROJECT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:**

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

Whereas, on August 8, 2017 a Drainage Improvement Petition to The Clarkshaw Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday November 6, 2017, conducted a view of the proposed improvements; and

Whereas, the Board on Thursday January 25, 2018, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Clarkshaw Watershed Drainage Improvement; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is not necessary, the proposed improvement will not be conducive to the public welfare, or the estimated cost of the proposed improvement will exceed the benefits derived if it is constructed. Accordingly, the Board hereby dismisses the Petition.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 3. This Resolution shall take immediate effect upon passage.

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

**21 continued**

**RESOLUTION NO. 18-93**

**IN THE MATTER OF APPROVING THAT THE COSTS INCURRED BY THE COUNTY ENGINEER IN MAKING PRELIMINARY REPORTS FOR THE CLARKSHAW DRAINAGE IMPROVEMENT PETITION BE PAID FROM THE BOND OF THE PETITIONERS:**

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

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Whereas, pursuant to section 6131.09 of the Revised Code, the costs incurred by the engineer in making preliminary reports may be paid from the bond of the petitioners if the petition is dismissed at the first hearing, and any amount in excess of the bond shall be paid from county funds; and

Whereas, the Clarkshaw Drainage Improvement Petition filed by Clarkshaw LLC and Others was dismissed by the Board of Commissioners at the first hearing.

THEREFORE BE IT RESOLVED, that any and all costs incurred by the engineer in making preliminary reports for the Clarkshaw Drainage Improvement Petition filed by Clarkshaw LLC and Others shall be paid from the bond of the petitioners. Any amount in excess of said bond shall be paid from county funds.

FURTHER BE IT RESOLVED, that the Commissioners approve establishing a new organization key for the cost incurred during the Clarkshaw Drainage Improvement Petition process 40311463.

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

**24**

**RESOLUTION NO. 18-94**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:**

It was moved by Mr. Benton, seconded by Mr. Merrell 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 collective bargaining.

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

**RESOLUTION NO. 18-95**

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

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

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Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners