

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 30, 2018

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

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

10:00 A.M. Hearing For The Vacation Of A Never Improved Unnamed Alley, Located East Of C.R. 605, Near Hartford Road And C.R. 605 In Trenton Township

1
RESOLUTION NO. 18-466

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 26, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 26, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RECOGNITION JOB AND FAMILY SERVICES EMPLOYEES
DELAWARE COUNTY JFS RECOGNIZED BY THE STATE OF OHIO FOR ITS EFFORT
TO CURB PUBLIC ASSISTANCE FRAUD
ALISON PITTMAN AND SHERRY MELVIN

5
RESOLUTION NO. 18-467

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0427:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0427 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1802553 B. Balance	Job and Family Services Program	22511607-5350	\$7,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

6
RESOLUTION NO. 18-468

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Emergency Communications Department is requesting that Patrick J. Roberts attend a LEADS-Entering Agency New TAC Class in Columbus, Ohio on June 21, 2018 at no cost.

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

**7
RESOLUTION NO. 18-469**

IN THE MATTER OF A TRANSFER OF A LIQUOR LICENSE REQUEST FROM CONCORDIAN LLC (DBA CLOUD9 BAR & GRILL) TO ICG OF OHIO (DBA SHORTY PIZZA AND GROWL) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a new liquor license request from Concordian LLC (DBA Cloud9 Bar & Grill) to ICG of Ohio (DBA Shorty Pizza and Growl) located at 9721 Sawmill Road and Patio, Powell, OH 43065;

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

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

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

**8
RESOLUTION NO. 18-470**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY AUDITOR, NOVER ENGELSTEIN & ASSOCIATES, INC. FOR SOFTWARE FOR THE AUDITOR’S OFFICE WEIGHTS AND MEASURES DEPARTMENT:

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

Whereas, the County Auditor recommends approval of an agreement with Nover Engelstein & Associates, Inc. for software for the Auditor’s Office Weights and Measures Department;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an agreement with Nover Engelstein & Associates, Inc. for software for the Auditor’s Office Weights and Measures Department:

**Nover Engelstein & Associates, Inc.
Terms and Conditions**

1. **DEFINITIONS** . "Software" means the WinWam Inspection Software, in machine-readable form, together with all associated documentation. When used in these Terms and Conditions ("T&Cs"), "NEA" means Nover Engelstein & Associates, Inc., and the words "you" and "your" mean the party purchasing a license to use the Software.
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8. **CAMPAIGN FINANCE - COMPLIANCE WITH ORC § 3517.13** Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." • Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the Township from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

9. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS:**

Delaware County is a public employer as defined in R.C. § 145.01(D). The County has classified NEA 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 NEA and/or its officers,

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officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. NEA 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 NEA is an individual or has less than five (5) employees, NEA, 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").

10. **EXPORT.** You agree that you will not export or transmit the Software or any Applications, directly or indirectly, to any restricted countries or in any manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States government, including the Export Administration Act of 1979, as amended, and any applicable laws or regulations issued thereafter.

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12. **MISCELLANEOUS.** If any provision of these T&Cs is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of these T&Cs shall not be affected. No waiver of any right under these T&Cs shall be effective unless given in writing by an authorized representative of NEA. No waiver by NEA of any right shall be deemed to be a waiver of any other right of NEA arising under these T&Cs. These T&Cs apply solely to you and NEA and shall not be construed to create any third party beneficiary rights in any other individual, partnership, corporation or other entity. These T&Cs shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its provisions governing conflicts of law. Any and all disputes between you and NEA pertaining to these T&Cs shall be submitted to one arbitrator in binding arbitration within ten miles of Mt. Laurel, New Jersey in accordance with the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator shall be experienced in computer consulting, the development of custom software, the sale of packaged software, or related services. If you and NEA do not agree on an arbitrator within sixty (60) days of the institution of the arbitration, the arbitrator shall be chosen by AAA. Evidence and argument may be presented in person or by telephone, fax, postal mail, electronic mail, and other methods of communication approved by the arbitrator. The prevailing party in such proceeding shall be entitled to recover its actually incurred costs, including reasonable attorney's fees, arbitration and court costs. All hearings shall be held and a written arbitration award issued within one-hundred eighty (180) days of the date on which the arbitrator is appointed. Judgment on the award shall be final and binding and may be entered in any court of competent jurisdiction.

13. **ENTIRE AGREEMENT.** YOU AGREE THAT THESE T&Cs AND THE ATTACHED COVER PAGE ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND NEA, AND THAT IT SUPERSEDES ANY PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SOFTWARE AND THE SUBJECT MATTER HEREOF. NEA SHALL NOT BE BOUND BY ANY PROVISION OF ANY PURCHASE ORDER, RECEIPT, ACCEPTANCE, CONFIRMATION, AND CORRESPONDENCE OR OTHERWISE, OR BY ANY AGREEMENT BETWEEN YOU AND ANY OTHER PARTY, UNLESS NEA SPECIFICALLY AGREES TO SUCH PROVISION IN WRITING. NO VENDOR, DISTRIBUTOR, PROVIDER, RESELLER, OEM, SALES REPRESENTATIVE, OR OTHER PERSON IS AUTHORIZED TO MODIFY THESE T&Cs OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE REGARDING THE SOFTWARE WHICH IS DIFFERENT FROM THOSE SET FORTH IN THESE T&Cs.

**Nover Engelstein & Associates, Inc.
Agreement for License of WinWam Software**

This Agreement for License of the WinWam Inspection Software (the "Software") (including the attached Terms and Conditions, referred to herein collectively as this "Agreement") is made this 30th day of April, 2018 (the "Effective Date"), by and between Nover Engelstein & Associates, Inc., with a place of business at 3000 Atrium Way, #2203, Mt. Laurel, New Jersey 08054 ("NEA"), and the customer identified below ("Customer"). This Agreement consists of this cover page and the attached Terms and Conditions. The parties agree as follows:

Product and Pricing Summary:

Purchase order to be agreed upon by the parties and executed in connection with this Agreement. Once executed, such purchase order will be attached hereto and shall be governed by this Agreement, including the attached Terms and Conditions.

Attached Terms and Conditions:

This Agreement includes the attached Terms and Conditions. Because this Agreement limits the liability of NEA, please read it carefully. NEA's acceptance of Customer's order hereunder, or under any other purchase order executed in connection with this Agreement, is expressly conditioned on Customer's assent to the attached Terms and Conditions, whether additional to or different from those contained in any document heretofore or hereafter supplied by Customer to NEA. The attached Terms and Conditions shall govern and take precedence over any

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terms and conditions included in the Software such as any click-wrap or shrink-wrap licenses attached thereto.

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

**9
RESOLUTION NO. 18-471**

IN THE MATTER OF APPROVING AMENDMENT #1 TO AMENDMENT ORDER FOR THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY AUDITOR AND SUPERION LLC FOR ONE SOLUTION AND TRAKIT SOFTWARE:

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

Whereas, Delaware County currently contracts with Superior, LLC, as successor in interest to Sungard Public Sector, LLC, for One Solution software, per Resolution No. 16-793; and

Whereas, the Delaware County Board of Commissioners approved an Amendment Order to the existing contract for the addition of TRAKiT to One Solution software, per Resolution No. 17-1378; and

Whereas, the Economic Development Coordinator recommends amending the Amendment Order to terminated unnecessary licenses provided thereunder;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment #1 to Amendment Order for the agreement between the Delaware County Board of Commissioners, the Delaware County Auditor and Superior LLC:

AMENDMENT #1 TO AMENDMENT ORDER

DELAWARE COUNTY, OH
("Customer")

Contract: 6115LG-0000527

and

SUPERION, LLC
("Superior")

This Amendment (the "Amendment") amends Amendment Order with an Execution Date of December 28, 2017, (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment. Customer and Superior, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Agreement.

The Agreement is amended and modified as follows:

- a) The following License has been terminated from the Agreement (the "terminated License"):

QTY	Item#	Service
5	PA-TR-AO- TRAKBLUEBEAM- SW	Bluebeam Standard License Fee

Superion has billed (Invoice# 202251) One Thousand Two Hundred Forty Five Dollars (\$1,245.00) and the Customer has not paid any amounts towards the purchase of the terminated License. Superior has not billed the maintenance fees associated with the terminated License. Superior absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated License.

3. Integration Provision. Except as expressly modified by this Amendment, each Agreement shall remain in full force and effect. As of the Execution Date, each Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

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

**10
RESOLUTION NO. 18-472**

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IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND HARRIS, MACKESSY AND BRENNAN, INC. FOR THE PURCHASE OF RIGHTFAX SUPPORT SERVICES:

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

Whereas, the Director of Job and Family Services recommends the approval of the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Harris, Mackessy and Brennan, Inc. for the purchase of Rightfax support services;

Therefore Be it Resolved, the Board of Commissioners approve the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Harris, Mackessy and Brennan, Inc. for the purchase of Rightfax support services:

**CONTRACT for the PURCHASE OF
RIGHTFAX SUPPORT SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
HARRIS, MACKESSY, AND BRENNAN, INC.**

This Contract is entered into this 30th day of April, 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 Harris, Mackessy, and Brennan, Inc. (hereinafter, "PROVIDER") whose address is 570 Polaris Parkway, Suite 125, Westerville, Ohio 43082 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Rightfax Support Services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for Rightfax Support Services using the following funding streams:

Shared Administration Funds; and,

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

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

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 Rightfax Support 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 – HMB, Inc. Price Quote, dated 03/30/2018.

TERM

This Agreement shall be effective July 1, 2018 through June 30, 2019 with the option to extend the contract for two (2) additional one (1) year periods through June 30, 2021.

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- HMB, Inc. Price Quote, dated 03/30/2018.

The parties agree that if any provision of this contract conflicts with Appendix A – HMB, Inc. Price Quote, dated 03/30/2018, this contract shall take precedence over Provider's Agreement.

2. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

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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 One Thousand Five Hundred Thirty-Nine Dollars and Five Cents (\$1,539.05) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Thousand Five Hundred Thirty-Nine Dollars and Five Cents (\$1,539.05)

3. AWARD INFORMATION

CFDA Title and Number: Medicaid 93.778

Award Name: Medical Assistance Program

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

Program Authorizing Legislation: Social Security Act, Title XIX, as amended; Public Laws 89-97, 90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public Law 92-223;

Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99-509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360; Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166; Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517; Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66; Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193; Public Law 104-208, 104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public Law 106-554; Public Law 108-27; Public Law 108-173; Public Law 109-91; Public Law 109-171; Public Law 109-432; Public Law 110-28; Public Law 110-161; Public Law 111-3; Public Law 111-5; Public Law 111-8; Public Law 111-31; Public Law 111-68; Public Law 111-88; Public Law 111-117; Public Law 111-118; Public Law 111-148; Public Law 111-150; Public Law 111-150; Public Law 111-152; Public Law 111-309, Public Law 112-10, Public Law 112-33, Public Law 112-36, Public Law 112-55, Public Law 112-74, Public Law 112-78, Public Law 112-96, Public Law 112-175, P.L. 113-6, Public Law 113-46, Public Law 113-73, Public Law 113-76, Public Law 113-235, Public Law 114-10.

CFDA Title and Number: TANF 93.558

Award Name: Temporary Assistance for Needy Families

TANF Purpose:

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

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

CFDA Title and Number: Social Services Block Grant 93.667

Award Name: Title XX

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

Program Authorizing Legislation:

CFDA Title and Number: SNAP 10.561

Award Name: Supplemental Nutrition Assistance Program

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

9. 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.

10. 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.

11. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or

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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.

12. 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.

13. INSURANCE

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

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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 per occurrence and in the aggregate.

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.

14. CONFLICT OF INTEREST

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

15. 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.

16. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

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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 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. 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.

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- 22. 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.
- 23. FINDINGS FOR RECOVERY**
PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 24. ASSURANCES AND CERTIFICATIONS**
PROVIDER assures and certifies that:
- It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- Appropriate standards for health and safety in work and training situations will be maintained.
- It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.
- It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.
- Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
- It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
- It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
- Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.
- It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
- It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.
- By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

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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).

25. 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:

<p>PROVIDER: Lee Coplen Inside Sales Manager HMB, Inc. 570 Polaris Parkway, Suite 125 Westerville, Ohio 43082</p>	<p>Delaware County Job and Family Services David S. Dombrosky Director Delaware County Job and Family Services 140 N. Sandusky St., 2nd Floor Delaware, Ohio 43015</p>
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26. 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.

27. 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.

28. 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.

29. 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

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principal's behalf.

30. 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 Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 18-473

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Appropriation

From:	To:	
66211901-5410	66211901-5301	\$299,349.18
Sewer Revenue Fund/Building & Improvements >\$25,000	Sewer Revenue Fund/Contracted Professional Services	

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

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RESOLUTION NO. 18-474

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2019 TAXES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117; and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District; and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

Whereas, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

Whereas, staff has determined that there are delinquent accounts that meet this criteria; and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

Therefore be it resolved, that the Board of County Commissioners certify the delinquent accounts in the amount of \$130,434.93 to the County Auditor for the 2019 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2019 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/30/18**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$45,708.83
66211904 – Alum Creek	\$75,047.75
66211905 – Lower Scioto	\$1,692.05
66211912 - Package Plants	\$7,986.30
Total Assessments	\$130,434.93

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

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RESOLUTION NO. 18-475**IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR SYCAMORE TRAIL AND LACKEY OLD STATE ROAD WIDENING – THE PINES SECTION 1:**

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

Whereas, The Engineer recommends approving the Owner's Agreements for Sycamore Trail and Lackey Old State Road Widening – The Pines Section 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreements for Sycamore Trail and Lackey Old State Road Widening – The Pines Section 1.as follows:

Sycamore Trail

**OWNER'S AGREEMENT
PROJECT NUMBER: 15033**

THIS AGREEMENT, executed on this 30th day of April, 2018 between **TBD VENTURES, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SYCAMORE TRAIL**, further identified as Project Number 15033 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$55,700)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

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The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$695,300
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 69,600
INSPECTION FEE DEPOSIT	\$ 55,700

Lackey Old State Road Widening – The Pines Section 1

OWNER’S AGREEMENT

THIS AGREEMENT made and entered into this 30th day of April, 2018 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **LACKEY OLD STATE ROAD WIDENING - THE PINES SECTION 1** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVEN HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$724,300)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **FIFTY-EIGHT THOUSAND DOLLARS (\$58,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than May 1, 2019**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER’S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.

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- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

14

RESOLUTION NO. 18-476

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS FOR SCIOTO RIDGE CROSSING SECTIONS 1 AND 2, AND APPROVING RETURN OF CONSTRUCTION SURETY TO THE OWNER:

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

WHEREAS, the roadway construction has been completed for the projects known as Scioto Ridge Crossing Section 1 and Scioto Ridge Crossing Section 2 (“Projects”); and

WHEREAS, as the result of the Engineer’s recent field review of the Projects, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Maintenance Bonds be set at **\$104,896 for Section 1 and \$98,576 for Section 2** (10% of the original construction estimate) and the Projects be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Owner”) has provided Maintenance Bonds in the amount of \$104,896 for Section 1 and \$98,576 for Section 2 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bonds being held as surety for the Projects be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the Maintenance Bonds in the amount of 104,896 and \$98,576 for the Projects, places the Projects on the required one year maintenance period, and returns the construction bonds being held for the Projects to the Owner.

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

15

RESOLUTION NO. 18-477

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR CARTER’S FARM:

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

Whereas, John W. Hill, Jr., Trustee of the KSM Inter Vivos Revocable Trust Agreement dated August 8, 1998, has submitted the Plat of Subdivision (“Plat”) for Carter’s Farm, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Kingston Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 14, 2017; and

Whereas, the Delaware County General Health District has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 15, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 19, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 20, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 3, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance

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with Delaware County Subdivision Regulations and approved said Plat on October 27, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Carter’s Farm.

Carter’s Farm:

Situated in the Township of Kingston, County of Delaware, State of Ohio and being part of Farm Lot 9, Quarter Township 1, and part of Farm Lot 40, Quarter Township 2, Township 5. Range 17 of the United States Military Lands. Being a subdivision of 10.844 acres, being all of the 10.884 acre remainder of an original 18.958 acre (Tract A) conveyed to John W. Hill, Jr., Trustee of the KSM Inter Vivos Revocable Trust Agreement dated August 8, 1998 in Official Records Volume 1488, Page 2566 in the Delaware County Recorder’s Office. Cost: \$9.00

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

**16
RESOLUTION NO. 18-478**

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now, Therefore Be It Resolved. that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-038	AEP	Bainbridge Mills Dr.	Relocate facilities
U18-039	Columbia Gas	Home Road	Install gas main
U18-040	AEP	Lackey Old State Road	Set temp. poles
U18-041	Columbia Gas	Harlem Road	Install gas main
U18-042	Suburban Natural Gas	Glenn Road	Install gas line
U18-043	Suburban Natural Gas	Curve Road	Install gas line
U18-044	Suburban Natural Gas	Berlin Station Road	Install gas line
U18-045	Suburban Natural Gas	Gregory Road	Install gas line
U18-046	Suburban Natural Gas	Cheshire Road	Install gas line
U18-047	Suburban Natural Gas	Peachblow Road	Install gas line

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

**17
RESOLUTION NO. 18-479**

IN THE MATTER OF APPROVING THE RENEWAL AND ACCEPTANCE OF THE 2018 / 2019 PROGRAM COSTS BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Deputy County Administrator / Director of Administrative Services recommends approval of the renewal with the County Risk Sharing Authority (CORSA) and acceptance of the 2018/2019 program costs;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Renewal;

Further Be It Resolved, that the Commissioners approve the Purchase Order and Voucher to CORSA in the amount of \$363,558.00 from Organizational Key 60111901.

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

**19
ADMINISTRATOR REPORTS**

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Mike Frommer, County Administrator
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended the Bridges Community Action meeting last week. One of their most popular programs is the income tax filing for low income families. Delaware County had 633 filings this year with help of volunteer CPAs.

Commissioner Benton

-Will be attending the Legends Luncheon tomorrow. Hale Irwin will be the guest speaker.
-Congratulations to Bob Lamb and his wife Krystina on the arrival of baby Owen Sunday morning.

Commissioner Merrell

-With the tax law changes, filing income taxes for the low income families should be easier.

18

RESOLUTION NO. 18-480

10:00AM PUBLIC HEARING FOR CONSIDERATION OF A PETITION, FILED BY JASON WARNER, FOR THE VACATION OF A NEVER IMPROVED UNNAMED ALLEY, LOCATED EAST OF C.R. 605, NEAR HARTFORD ROAD AND C.R. 605 IN TRENTON TOWNSHIP, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.042:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:03 AM.

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

18 Continued

RESOLUTION NO. 18-481

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 Mrs. Lewis, seconded by Mr. Benton 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

18 Continued

RESOLUTION NO. 18-482

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION, FILED BY JASON WARNER, FOR THE VACATION OF A NEVER IMPROVED UNNAMED ALLEY, LOCATED EAST OF C.R. 605, NEAR HARTFORD ROAD AND C.R. 605 IN TRENTON TOWNSHIP, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.042:

It was moved by Mrs. Lewis, seconded by Mr. Benton to continue the hearing to Monday May 14th, 2018 at 10:00A.M.

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

21

RESOLUTION NO. 18-483

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSE:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; promotion; compensation of a public employee or public official; to consider the purchase of property for public purpose.

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

RESOLUTION NO. 18-484

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners