

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 5, 2018**

6

RESOLUTION NO. 18-360

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services department is requesting reimbursement for Erin Rohrer, Aaron Howard and Jarrod Burton attend a Fourth Annual Collaborative Symposium in Columbus, Ohio from March 15-16, 2018 at the cost of \$450.00 (fund number 25622303).

The Administrative Services Department is requesting that Brad Euans attend a PRIMA (Risk Management) Training in Indianapolis, IN June 3-6, 2018; at the cost of \$1,155.20 (fund number 613)

The Emergency Medical Services Department is requesting that Capt. Jen Cochran, Lt. Jen Ransom and Lt. Shelley Gannon attend a Free Advanced CIT Training on Working with People with Epilepsy and DD in Columbus, Ohio on April 20, 2018 at no cost.

The Emergency Medical Services Department is requesting that Capt. Joe Farmer attend a 2018 Comprehensive Stroke Update class in Columbus, Ohio on May 8, 2018 at no cost.

The Commissioners Office is requesting that Jane Hawes attend the 3CMA Annual Conference in Milwaukee, Wisconsin September 4-7, 2018, at the cost of \$2,002.60 (fund number 10011139).

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

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**DEB SHATZER, EXECUTIVE DIRECTOR
DELAWARE COUNTY CONVENTION & VISITORS BUREAU
NEW BRAND FOR DELAWARE COUNTY CONVENTION & VISITORS BUREAU**

8

RESOLUTION NO. 18-361

IN THE MATTER OF PURCHASING RADIOS AND RELATED COMPONENTS FOR USE IN THE COUNTYWIDE PUBLIC SAFETY COMMUNICATIONS SYSTEM:

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

WHEREAS, the Delaware County Director of Emergency Communications recommends the purchase of additional radios, and related components and software, for the countywide public safety communications system; and

WHEREAS, the radios and related components are available for purchase at discounted pricing through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the equipment through the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Motorola is currently offering a promotion for trading in obsolete radios for a credit on the purchase of new radios; and

WHEREAS, the county has radios that are not needed, obsolete, or unfit for public use and qualify for the Motorola trade in promotion;

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

Section 1. The Board hereby approves the purchase of five (5) Apex 6000 portable radios, sixteen (16) Apex 4000 portable radios and related components and software, from Motorola Solutions, Inc., a state-approved dealer under the Program, in accordance with Quote Number QU0000431502 and QU0000431505 dated February 14, 2018, at a total price of \$61,069.02

Section 2. The Board hereby finds that the county has twenty-one (21) Motorola Astro Spectra mobile radios that are not needed, obsolete, or unfit for public use and authorizes sale of the radios to Motorola for a total credit to the purchase price of \$7,300.00. This credit is reflected in the total price stated in Section 1.

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Section 3. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS073 Schedule # 573077-0, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$61,069.02 to Motorola Solutions, Inc., with \$42,806.02 from Fund Number 10031303 and \$18,263.00 from Fund Number 21411306.

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

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RESOLUTION NO. 18-362

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY EMERGENCY COMMUNICATIONS DEPARTMENT, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND VOIANCE LANGUAGE SERVICES, LLC. FOR PROVIDING INTERPRETATION AND TRANSLATION SERVICES:

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

Whereas, the Director of Emergency Communications recommends approval of the contract between the Emergency Communications Department, The Delaware County Board of Commissioners and Voiance Language Services, LLC. for providing interpretation and translation services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract between Emergency Communications Department, The Delaware County Board of Commissioners and Voiance Language Services, LLC. for providing interpretation and translation services:

**VOIANCE
Service Agreement**

Vendor name and address:
Voiance Language Services, LLC (“Vendor”)
5780 North Swan Road
Tucson, AZ 85718

Client name and address:
Delaware County 9-1-1 (“Client”)
10 Court Street
Delaware, Ohio 43015

Services: Exhibit (Exhibit attached hereto if box is checked):

- A: Over-the-Phone interpretation/OPI
 - A -1: ClearLink® Telephones
- B: Translation and Localization
- C: Interpreter Training and Evaluations
- D: On-Site Interpretation
- E: Video Remote Interpretation/VRI
- E – 1: Video Remote Interpreting Equipment
- F: Facilities

Introduction. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Formation. This Service Agreement (“Agreement”) is formed between Vendor and Client.
2. Services. Pursuant to the terms of this Agreement, Vendor shall provide the Services to Client and to the Facilities.
3. Payment. Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor’s preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client’s next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.
4. Term and Termination. This Agreement shall commence on the date by which: (i) all Parties have executed this document (“Commencement Date”), and (ii) a copy of the executed document has been delivered to Vendor; and shall terminate three (3) years from the Commencement Date, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. The “Termination Date” of this

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Agreement shall be the sooner of: (i) the date identified by the terminating party in that party's notice of termination to the other party, or (ii) the date on which Vendor terminates Client's access to Services. Either party may terminate this Agreement for convenience upon written notice.

4.1 Survival. Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 7 (Limited Liability) and 9 (Confidentiality/Prohibited Uses).

5. Independent Contractor Relationship. The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

6. Insurance. Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

| | |
|---|----------------|
| General Aggregate | \$2,000,000.00 |
| Products – Completed Operations Aggregate | \$2,000,000.00 |
| Each Occurrence | \$1,000,000.00 |
| Damage (Rented Property) | \$1,000,000.00 |
| Medical Expenses | \$10,000.00 |

6.2. Vendor shall cause the Client to be named as additional insured in the policies required by Section 6.1.

6.3. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

| | |
|-----------------------|----------------|
| Errors and Omissions | \$5,000,000.00 |
| Worker's Compensation | \$500,000.00 |

7. Limited Liability. Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose. Subject to the limitations of liability stated herein, the Vendor shall indemnify and hold free and harmless the Client 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, to the proportionate extent caused by any negligent acts, errors or omissions of the Vendor, 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.

8. Background Checks. Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of any felony or misdemeanor less than ten (10) years prior to becoming Vendor's employee (unless a lesser time period is required by law) involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has

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identified as having resided, worked or attended school in the searched time period. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Vendor on a case-by-case basis.

9. Confidentiality/Prohibited Uses.

9.1. Terms. Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party's accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.

9.2. Confidential Information. All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.

9.3. PHI. Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.

9.4. Prohibited Uses. The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client's prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.

10. Safe Harbor. Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.

11. Disbarment. Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency. Vendor further warrants that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

12. Cost of Living Increase. The contracted pricing may be increased at each anniversary of the contract in accordance with the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI).

13. Solicitation of Personnel. Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.

14. Marketing and Publicity. Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.

15. Remedies. The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either party may, at its sole and absolute discretion, terminate this Agreement upon the other party's breach or within ten (10) days of learning of the other party's breach. Any decision to forego cancellation upon a breach shall not constitute a waiver of the right to terminate due to a subsequent breach.

16. Notices. All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein, marked "Attn: Controller".

17. Entire Agreement. This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.

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18. Governing Law. The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Ohio, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the courts of Delaware County, Ohio. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

19. Severability. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.

20. Force Majeure: Notwithstanding any other provision of this Agreement, Vendor shall not be liable in any way for any loss, damage, delay or failure of performance resulting from any cause which is beyond Vendor's reasonable control, including, but not limited to fire, explosion, lightning, power surges or failures, acts of God and acts or omissions of communications carriers (including without limitation local exchange companies).

21. Counterparts. This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

22. Compliance with Laws. Vendor shall comply with all federal, state, and local laws and regulations applicable to the Services. Vendor shall comply with all federal, state, and local laws and regulations related to non-discrimination, equal employment opportunity, and drug-free workplace.

EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with over-the-phone interpretation ("OPI") Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages listed below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor's standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor's standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor's telephone interface or Vendor's ClearLink telephones by entering a valid PIN. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is solely responsible for the security of Client's PIN cards and preprogrammed ClearLink telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client's PINs, Vendor shall promptly disable any such PIN upon Client's request and issue a replacement PIN.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly
OPI Interpretation \$ 0.82 Per Minute

*Pricing is effective as of the later of the Commencement Date or the date by which all parties have executed the Agreement and delivered an executed copy to Vendor.

EXHIBIT B: TRANSLATION AND LOCALIZATION SERVICES PRICING

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| Language | Per Word Rate - Standard Content New Word | Per Word Rate - 100% Translation Memory Match | Per Word Rate - Translation Memory Repeated Text | Per Word Rate - Fuzzy Translation Memory Match (85%-99%) |
|-----------------------|---|---|--|--|
| Afrikaans | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Albanian | \$0.17 | \$0.06 | \$0.08 | \$0.16 |
| Amharic | \$0.22 | \$0.08 | \$0.10 | \$0.20 |
| Arabic | \$0.19 | \$0.07 | \$0.09 | \$0.18 |
| Armenian | \$0.15 | \$0.05 | \$0.07 | \$0.14 |
| Azerbaijani | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Azeri | \$0.27 | \$0.10 | \$0.13 | \$0.25 |
| Belarusian | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Bengali | \$0.22 | \$0.08 | \$0.10 | \$0.20 |
| Bosnian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Bulgarian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Burmese | \$0.22 | \$0.08 | \$0.10 | \$0.20 |
| Cambodian | \$0.21 | \$0.08 | \$0.10 | \$0.20 |
| Catalan | \$0.24 | \$0.09 | \$0.11 | \$0.22 |
| Chinese (Simplified) | \$0.13 | \$0.05 | \$0.06 | \$0.12 |
| Chinese (Traditional) | \$0.17 | \$0.06 | \$0.08 | \$0.16 |
| Croatian | \$0.19 | \$0.07 | \$0.09 | \$0.18 |
| Czech | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Danish | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| Dari | \$0.21 | \$0.08 | \$0.10 | \$0.20 |
| Dutch | \$0.21 | \$0.08 | \$0.10 | \$0.20 |
| Estonian | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Farsi | \$0.21 | \$0.08 | \$0.10 | \$0.20 |
| Finnish | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| Flemish | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| French | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| French Canadian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Gaelic | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Georgian | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| German | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Greek | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Gujarati | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Haitian Creole | \$0.22 | \$0.08 | \$0.10 | \$0.20 |
| Hebrew | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Hindi | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Hmong | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Hungarian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Icelandic | \$0.29 | \$0.10 | \$0.14 | \$0.27 |
| Indonesian | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| Italian | \$0.16 | \$0.06 | \$0.08 | \$0.15 |
| Japanese | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Javanese | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Kannada | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Kazakh | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Khmer | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Korean | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Kurdish | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Kyrgyz | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Laotian | \$0.22 | \$0.08 | \$0.11 | \$0.21 |
| Latin | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Latvian | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Lithuanian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |

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| Macedonian | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Malay | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| Marathi | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Moldavian | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Nepali | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Norwegian | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| Nyanja | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Pangasinan | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Panjabi | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Pashto | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Pohnpeian | \$0.27 | \$0.10 | \$0.13 | \$0.25 |
| Polish | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Portuguese (Brazil) | \$0.17 | \$0.06 | \$0.08 | \$0.16 |
| Portuguese (Eur) | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Punjabi | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Romanian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Russian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Samoan | \$0.27 | \$0.10 | \$0.13 | \$0.25 |
| Serbian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Serbo-Croatian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Sinhalese | \$0.27 | \$0.10 | \$0.13 | \$0.25 |
| Slovak | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Slovene | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Somali | \$0.21 | \$0.08 | \$0.10 | \$0.20 |
| Sotho | \$0.22 | \$0.08 | \$0.11 | \$0.21 |
| Spanish | \$0.13 | \$0.05 | \$0.06 | \$0.12 |
| Swahili | \$0.22 | \$0.08 | \$0.11 | \$0.21 |
| Swedish | \$0.23 | \$0.08 | \$0.11 | \$0.22 |
| Tagalog | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Tajik | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Tamil | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Telugu | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Thai | \$0.20 | \$0.07 | \$0.09 | \$0.18 |
| Tigrinya | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Trukese | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Turkish | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Turkmen | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Ukrainian | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Urdu | \$0.20 | \$0.07 | \$0.10 | \$0.19 |
| Uzbek | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Vietnamese | \$0.18 | \$0.07 | \$0.09 | \$0.17 |
| Welsh | \$0.27 | \$0.10 | \$0.13 | \$0.25 |
| Yao | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Yiddish | \$0.25 | \$0.09 | \$0.12 | \$0.24 |
| Zulu | \$0.27 | \$0.10 | \$0.13 | \$0.25 |

| Other Services | Rate Per Hour |
|--|--------------------|
| Translation Hourly Rate (Review, Glossary Translation) | \$65.00 |
| Multi-lingual Desktop Publishing (DTP) Hourly Rate | \$60.00 |
| Graphics Localization Hourly Rate | \$70.00 |
| Localization Engineering Hourly Rate | \$80.00 |
| Project Minimum - Spanish | \$100.00 |
| Project Minimum - Languages other than Spanish | \$120.00 |
| Alternate Formats (Braille, Large Print, Audio) | Pricing by request |
| Voice Over and Subtitling | Pricing by request |
| Audio Transcription/Translation | Pricing by request |
| Section-508 formatting | Pricing by request |

Terms and Conditions

Terms: A quote detailing scope of work, costs, and turnaround timeframe will be issued for each project, subject to Customer acceptance prior to commencing. The terms of each quote are valid for 30 days from the date it is sent to the client.

All prices quoted are estimates. Any changes that exceed 10% above the quoted price will be submitted in writing to the Customer for approval. Faxed or scanned copies of this document are binding. Email acceptance as defined in offer email is also binding.

Work requested outside the Job Description may impact the timeframe for delivery and will be chargeable at then

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current rates after written client authorization is received. Stylistic revisions requested after work has begun may constitute additional work and be subject to charge and rush charges may apply to such work if required by the client's timeframe.

Minimums are applied per language, per project. Documents can be grouped together under a single project.

Formatting, Desktop Publishing, and Rush charges may apply as determined by Customer requirements.

Proofreading and Validation Services are available upon request, and charged at the Translation Hourly Rate. Prices listed above are for translations from English to the target language.

Vendor will always try to accommodate the fastest turn-around time for its customers. However in rare cases with extremely tight turnaround times, a rush fee of 25% of the project value may be requested.

Pricing for Braille transcription is per Braille page with a standard rate of 3 Braille pages per standard English page. This rate includes a total of Braille copies, one for the requesting member and one to be archived by the client, and standard shipping to one address. Rush shipping or shipping to multiple addresses may incur an additional fee. Additional Braille copies will incur an incremental additional fee.

Standard Deliverables: Unless otherwise listed in the Job Description, translations will include editing by a second translator and will approximate the reading level and formatting of the original document. Delivery timeframe does not include the business day acceptance is received.

Warranties and Remedies: Vendor warrants that Services will be performed in a professional and workmanlike manner by translators with appropriate skills, qualifications and reliability. Customer recognizes that translations are subject to human interpretation and Vendor makes no representation or warranty as to the accuracy of any translation. Where errors or omissions occur Vendor will make every commercially reasonable effort to revise and re-proof translation to the client's satisfaction.

Beyond the limits of its insurance coverage, Vendor shall not be liable to anyone for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Customer's use of Services, however it arises, whether for breach or in tort, even if Vendor has been previously advised of such damage. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for herein fails of its essential purpose.

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

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RESOLUTION NO. 18-363

IN THE MATTER OF APPROVING A CLINICAL/PRACTICUM AFFILIATION AGREEMENT BETWEEN COLUMBUS STATE COMMUNITY COLLEGE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Director of Emergency Medical Services recommends approval of a Clinical/Practicum Affiliation Agreement between Columbus State Community College and the Delaware County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the Clinical/Practicum Affiliation Agreement between Columbus State Community College and the Delaware County Board of Commissioners:

CLINICAL AFFILIATION AGREEMENT

Emergency Medical Services Agreement
Between Columbus State Community College &
Delaware County Emergency Medical Services

Purpose Statement

This Agreement is between Columbus State Community College (College), 550 East Spring Street Columbus, Ohio 43216 and the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services (Facility) with its principal address as 10 Court Street Delaware, Ohio 43015.

College has established an Emergency Medical Services training program (Program) certified and accredited by The Ohio Department of Public Safety and desires a clinical educational experience for its students in which the students complete up to 360 unpaid hours at the externship site; and

Facility desires to provide a clinical facility for College's clinical education program and has the clinical

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setting and equipment needed for Program;

The parties in consideration of the terms and conditions set forth herein agree as follows:

1: Responsibilities of Facility

- 1.1 Facility will provide suitable clinical learning experience consistent with the Program's curriculum and objectives. Facility will provide to the extent possible classroom space and facilities, equipment and supplies needed for clinical instruction at Facility in accordance with College's academic calendar and inclement weather policies.
- 1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience or serve as a liaison to the College as appropriate in the Program. If the Facility's employee is acting in the role of preceptor, he/she will provide timely feedback regarding student performance to the College faculty member responsible for the student. Facility will attempt to ensure that an adequate number of its patients are available to provide the College's students with meaningful clinical experiences. Program students do not replace Facility staff. Facility maintains responsibility for patient care.
- 1.3 Facility shall permit with reasonable advance notice of its request the inspection of its facilities and pertinent records by College and by agencies/parties responsible for College's accreditation of Program.
- 1.4 Facility will provide emergency care in case of illness or accident to any participating student, College faculty or staff in the same manner and to the same extent as provided to its own employees. Facility is not responsible for costs. Students are responsible for all costs of emergency or medical treatment resulting from clinical experiences.
- 1.5 Facility shall maintain all certifications, accreditations and licenses appropriate for its business.
- 1.6 Facility may generate or otherwise be in possession of confidential educational records regarding the College's students. These records are protected by federal law including *inter alia* the Family Education and Privacy Rights Act ("FERPA") 20 U.S.C.A. § 1232g, as amended. Facility further agrees that it may not share or disclose student educational records with any party other than the College.

2: Responsibilities of College

- 2.1 College after consultation with Facility shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- 2.2 College will provide and maintain records and reports necessary for conducting the students' clinical learning experience.
- 2.3 College will provide Facility with a timely announcement or description of the Program, curriculum and objectives to be achieved at Facility. College will provide advance notice of its academic calendar.

3: Application of Facility's Rules & Procedures

- 3.1 College's students and faculty during clinical training at Facility will be under the supervision of Facility officials for training purposes. These persons will be subject to Facility's rules directly related to clinical training.
- 3.2 College will require students and faculty to comply with Facility's policies and procedures. These may include but are not limited to matters relating to conduct such as dress code, safety requirements and use and disclosure of individually identifiable information under HIPAA. Facility will provide College a copy of its applicable policies and procedures in advance of the start of the program.
- 3.3 Clinical students will be required to pass a criminal background check and drug screen as required by the Facility and by the College's Background and Drug Screening Guidelines.

4: Student & Faculty Status

- 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety, immunization and physical requirements; 4) current liability insurance; and 5) any additional required documentation. Its signature below represents the College's certification to the Facility that its participants in the Program have met each of the above criteria.
- 4.2 Solely for the purpose of HIPAA requirements, students and College faculty are defined as members of Facility's workforce as that term is defined by 45 CFR 160.103 for activities conducted pursuant to this Agreement. Students and faculty participating in the Program are not employees or agents of Facility while in these roles.

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5: Student Removal

- 5.1 Facility may recommend to College the withdrawal of a Program student if: 1) the achievement, progress, adjustment or health of the student does not warrant continuation at Facility or 2) the behavior of the student fails to conform to the applicable regulations of Facility.
- 5.2 Facility reserves the right after timely consultation with College to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility.
- 5.3 College will withdraw a student from placement at Facility if after consultation with Facility personnel the Facility determines such action to be warranted.

6: Term and Termination

- 6.1 This Agreement shall be effective September 15, 2017 and end on September 15, 2019.
- 6.2 The College may renew this Agreement for successive two year periods on the same terms and conditions by giving written notice to the Facility prior to expiration.
- 6.3 This Agreement may be terminated at any time by either party by giving one hundred twenty (120) days advance written notice. Students participating in the Program at the end of notice period shall have the opportunity to complete their clinical experience at the Facility regardless of the termination notice.

7: Non-Discrimination and Anti-Harassment

- 7.1 Facility and College agree that neither will discriminate against any individual on the basis of sex, race, color, religion, national origin, ancestry, age, disability, genetic information (GINA), military status, sexual orientation, and gender identity and expression.
- 7.2 Facility and College agree to prohibit sexual misconduct in any form, which includes sexual harassment and sexual violence or other inappropriate behavior that is of a sexual nature, or based on sex, and directed towards, by or against employees, students, vendors, customers or persons participating in a College program or activity.
- 7.3 Facility agrees to comply with all non-discriminatory and anti-harassment laws to which College is subject. Matters related to non-discrimination and anti-harassment may be directed to EEO Title IX Coordinator, Columbus State Community College, 550 East Spring Street, Columbus, OH 43216.

8: Liability

- 8.1 The parties acknowledge and certify that each maintains liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, and or damage to property to the extent permitted by law. The Parties shall each assume liability for loss, costs, or damages resulting from the negligence attributable or resulting from the actions or omission of its employees, trustees, officers, suppliers or third parties, but shall not be liable for any loss, costs, or damages resulting from the negligence of the other Party. Nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 8.2 College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$ 1,000,000 per occurrence and \$ 3,000,000 aggregate through umbrella coverage. Both Facility and College shall provide proof of such coverage to the other party upon request.

9: Non-Assignment and Subcontracting

Facility shall not assign, transfer or sub contract for services to be performed under this Agreement without the written approval of College.

10: Entire Agreement; Modification

This Agreement including attachments A, PRECEPTOR GUIDELINES constitutes the entire understanding between the parties. This Agreement may be modified only in writing signed by both parties.

11: Governing Law

This Agreement shall be governed by and construed under Ohio laws. Any litigation arising out of or relating to this Agreement shall be brought only in an appropriate court of this State.

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12: Representation of Authority

Each representative executing below warrants and represents that such representative has full authority to execute this Agreement on behalf of the party.

13: Notice

13.1 Any required notice shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email.

13.2 Notice shall be addressed to the following parties:

| | |
|----------------------------------|----------------------|
| Dr. David T. Harrison, President | Chief Mike Schuiling |
| Columbus State Community College | Delaware County EMS |
| 550 East Spring Street | 10 Court Street |
| Columbus, Ohio 43215 | Delaware, Ohio 43015 |
| 614-287-2402 | 740-833-2190 |

13.3 Notices shall be deemed given upon receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

14: Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable said provisions shall be severed. The validity, legality and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

**Attachment A
PRECEPTOR GUIDELINES**

Preceptor Guidelines

The Preceptor:

1. Orients the student to the Facility and serves as a role model;
2. Acts as a resource for the student during clinical experience and provides constructive feedback to the student and faculty;
3. Provides direct supervision or assistance to the student during clinical experience;
4. Acts as liaison between the student and Facility members.

Faculty Guidelines

The Faculty:

1. Orients the preceptor to the Program at Columbus State Community College, the objectives of the course and the clinical experience;
2. Collaborates with the preceptor in scheduling the student's experience;
3. Assist the preceptor and student to determine individual learning needs;
4. Communicates regularly with the preceptor to discuss and share problems and/or concerns of the preceptor and student;
5. Serves as a resource person for both student and preceptor;
6. Will be available on beeper or cellular phone during all clinical experiences;
7. Facilitates implementation of course objectives;
8. Assumes ultimate responsibility for evaluation of student's learning.

Student Guidelines

The Student:

1. Identifies own learning needs;
2. Is accountable for own practice;
3. Develops and utilizes knowledge base to prepare for clinical according to appropriate level of practice;
4. Communicates needs and concerns to preceptor and faculty;
5. Practices within the policies, guidelines, and procedures of the Facility;
6. Participates in the evaluation process.

Bank Hours

For every College student placed with a Facility preceptor for ninety (90) clock hours during semesters, the Facility will earn one (1.0) tuition credit bank hours. If the agency has an account with two (2) years of no activity, the account will be cleared to zero (0) and removed from the system. All credit bank hours will expire after two (2) years from the term earned. There is no refund of credit bank hours if a class is dropped after the first day of the full term or if a student fails the course. It is the responsibility of the Facility to review their credit bank balances at the website and to determine the employee award.

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

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11

RESOLUTION NO. 18-364

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE DELAWARE-MORROW MENTAL HEALTH AND RECOVERY SERVICES BOARD FOR THE TOGETHER EVERYONE ACHIEVES MORE (TEAM MENTORING PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

| | |
|---------------------|---|
| Grant # | TEAM (Together Everyone Achieves More) Mentoring |
| Source: | Delaware-Morrow Mental Health & Recovery Services Board |
| Grant Period: | 07-01-2018 thru 06-30-2019 |
| Grant Amount: | \$46,745.00 |
| Local Match: | <u>0.00</u> |
| Total Grant Amount: | \$46,745.00 |

This grant strives to reduce the delinquent and unruly behaviors of youth, ages 10 to 14, through role-modeling and advocacy services provided by trained adult mentors, who expose youth to positive activities, alternatives to substance abuse, new life experiences and education.

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

12

RESOLUTION NO. 18-365

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF PAYROLL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CALLOS RESOURCE, LLC.:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the first amendment to the following contract for the Purchase Of Payroll Services From Callos Resource, LLC.:

**First Amendment
To
Contract for Payroll Services
Between
Callos Resource, LLC
and
Delaware County Department of Job and Family Services**

This First Amendment of the Contract For The Provision of Payroll Services is entered into this 5th day of April, 2018 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and the Callos Resource, LLC (hereinafter “Provider”) whose address is 6016 East Main Street, Columbus, Ohio 43213 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for The Provision of Payroll Services on May 25, 2017.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be decreased to forty-one thousand dollars and no cents (\$41,000.00).
 - B. The contract term shall be extended through December 31, 2018.
2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

15

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

- Attended the Genoa Business Association meeting on Wednesday.
- Will meet with MORPC next week to discuss the 208 Water Quality Plan Update

16

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended a Delaware NOW meeting yesterday. Mike DeWine was the guest speaker.
- Sports update: Tom Watson won the Par 3 Tournament, Jack Nicolaus came in second.

Commissioner Lewis

- Attended the EMA meeting Tuesday.
- EMA is now 90% funded.

Commissioner Merrell

- Had the privilege of swearing in three full-time paramedics and a Lieutenant yesterday.
- A reminder the tour of the North Campus Career Center is tomorrow at 10:00 AM.

14

RESOLUTION NO. 18-366

10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY HOMESTEAD AT SCIOTO RESERVE ASSOCIATION AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:05 A.M..

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

14 continued

RESOLUTION NO. 18-367

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 Mrs. Lewis 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. Benton Aye Mr. Merrell Aye

14 continued

RESOLUTION NO. 18-368

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY HOMESTEAD AT SCIOTO RESERVE ASSOCIATION AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 10:17 A.M..

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

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14 continued

RESOLUTION NO. 18-369

IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PETITION:

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

Whereas, on November 1, 2017, a Drainage Improvement Petition to The Homestead at Scioto Reserve Section 1 Watershed was filed with the Board of Commissioners of Delaware County (the "Board") by the Homestead at Scioto Reserve Association and Others; and

Whereas, the Board on Monday February 12, 2018, conducted a view of the proposed improvements; and

Whereas, the Board on Thursday April 5, 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 Homestead at Scioto Reserve Section 1 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 necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Homestead At Scioto Reserve Section 1 Drainage Maintenance Petition Improvement. The Board hereby fixes December 7, 2019 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PROJECT 40311464.

Section 5. 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 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

17

RESOLUTION NO. 18-370

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production

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techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 consideration of confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 18-371

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners