

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 25, 2018

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RESOLUTION NO. 18-707

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Code Compliance Department is requesting that Ross Bigelow and Duane Matlack attend an Existing Buildings, Chapter 34 Class in Columbus, Ohio June 29, 2018, at no cost.

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

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RESOLUTION NO. 18-708

IN THE MATTER OF GRANTING ANNEXATION PETITION, FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 221.341 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on May 24, 2018, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, agent for the petitioners, of 221.341 acres, more or less, from Liberty Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Liberty;

THEREFORE, BE IT RESOLVED, the Delaware County Board of Commissioners grants the annexation petition request to annex 221.341 acres, more or less, in Liberty Township to the City of Delaware.

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

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RESOLUTION NO. 18-709

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF MAY 2018:

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

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

WHEREAS, the Delaware County Sheriff has submitted a monthly report for May 2018;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of May 2018.

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

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

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

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RESOLUTION NO. 18-710

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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;

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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
U18-075	MCImetro	Orange Point Dr.	Place cable in ROW
U18-076	Columbia Gas	Liberty Bluffs Section 1	Install Gas Main
U18-077	Columbia Gas	Liberty Bluffs Section 2	Install Gas Main
U18-078	Consolidated Electric	Dunham Road	Install fiber on existing poles
U18-079	Consolidated Electric	Degood Road	Install cable on existing pole
U18-080	Consolidated Electric	Brindle Road	Install cable on existing pole
U18-081	Consolidated Electric	Fontanelle Road	Install cable on existing pole
U18-082	Consolidated Electric	Degood & Fontanelle Roads	Place cabinet in ROW
U18-083	Consolidated Electric	Stults Farm Drive	Bore underground fiber
U18-084	Century Link	Porter Central Road	Road bore
U18-085	Columbia Gas	Plumb Road	Remove inlet & outlet from row
U18-086	MCImetro	Liberty	Install cable in ROW

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

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RESOLUTION NO. 18-711

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND DANFORTH-ELLIS COMMERCIAL PROPERTIES, LLC, AS SUCCESSOR IN INTEREST TO RRH LTD., FOR THE LEASE FOR DCEMS STATION 7:

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

WHEREAS, on March 21, 2011, the Delaware County Board of Commissioners adopted Resolution No. 11-289, approving the lease agreement with RRH, Ltd., for 7177-A Northgate Way, Westerville, Ohio for DCEMS Station 7 (the "Lease"); and

WHEREAS, on or about April 19, 2018, RRH, Ltd., sold its interest in 7177-A Northgate Way, Westerville, Ohio, to Danforth-Ellis Commercial Properties, LLC, concomitantly assigning the Lease; and

WHEREAS, the Director of Emergency Medical Services recommends approval of an amendment to the Lease to reflect the change in lessor;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following amendment to the Lease:

AMENDMENT TO LEASE AGREEMENT

This Amendment to the Lease Agreement dated March 21, 2011, is made and entered into this 25th day of June, 2018, by and between the Board of County Commissioners, Delaware County, Ohio ("Lessee"), and Danforth-Ellis Commercial Properties, LLC ("Lessor"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about March 21, 2011, the Lessee entered into a Lease Agreement with RRH, Ltd; and

WHEREAS, as of April 18, 2018, RRH, Ltd., sold and transferred its interest in the property subject to the Lease Agreement to Lessor and has instructed Lessee to make all payments under the Lease Agreement to Lessor; and

WHEREAS, the Parties wish to memorialize this change in the name of the parties to the Lease Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

1 AMENDMENT

The Parties mutually agree to amend the Lease Agreement dated March 21, 2011, pursuant to Section 34 of the Lease Agreement, in order to change the name of the Lessor. The Lessor for purposes of the Lease Agreement is hereby changed from "RRH, Ltd." to "Danforth-Ellis Commercial Properties, LLC." Sections 4 and 28 of the Lease Agreement are amended to change the Lessor's payment and notice address to the following: Danforth-Ellis Commercial Properties, LLC, P.O. Box 307594, Columbus, OH 43230.

2 REMAINING PROVISIONS

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

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

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RESOLUTION NO. 18-712

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriation

From	To	
28631323-5450	28631323-5301	20,611.80
LEAP Forward 2016/Capital Equipment	LEAP Forward 2016/Contracted Professional Services	

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

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RESOLUTION NO. 18-714

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO SOURCEPOINT OF DELAWARE COUNTY FOR THE THE CHORES PROGRAM GRANT FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant #	SourcePoint – Mini Grant Application for Community Services (Chores)	
Source:	SourcePoint of Delaware County	
Grant Period:	01/01/2019 thru 12/31/2019	
Grant Amount:	\$9,791.00	
Local Match:	<u>0.00</u>	
Total Grant Amount:	\$9,791.00	

The Grant is to provide a high quality, and wide variety, of services to the SourcePoint demographic (55+ years of age) as referred through the chore program to the Delaware County Juvenile Community Service program. It is the goal of this grant to provide a minimum of 1500 hours of community service to SourcePoint clients.

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

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RESOLUTION NO. 18-715

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO SOURCEPOINT OF DELAWARE COUNTY FOR THE GUARDIANSHIP VISITATION PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant #	SourcePoint –Grant Application for Community Services (Guardianship)	
Source:	SourcePoint of Delaware County	
Grant Period:	01/01/2019 thru 12/31/2019	
Grant Amount:	\$18,299.73	
Local Match:	<u>0.00</u>	
Total Grant Amount:	\$18,299.73	

The Grant is to ensure that wards are safe, prevent exploitation of wards, and ensure wards are in the least restrictive guardianship alternative. This grant is also to provide information on resources in the community for guardians and to assist with linkage to agencies, if needed. It is the goal of this grant to visit at least 50% of the wards under guardianship through the Delaware County Probate Court.

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

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RESOLUTION NO. 18-716

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IN THE MATTER OF AUTHORIZING THE SUBMITTING OF APPLICATION TO THE DEPARTMENT OF YOUTH SERVICES FOR SUBSIDY GRANT RECLAIM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant #	DYS - RECLAIM
Source:	Department of Youth Services
Grant Period:	07/01/2018 – 06/30/2019
Grant Amount (RECLAIM):	\$303,357.72
Grant Amount (BASE):	\$238,726.00
Grant Amount (Competitive):	\$94,220.00
Local Cash Match:	<u>\$0.00</u>
Total Grant Amount:	\$636,303.72

The DYS RECLAIM funding currently supports three departments of the Court; family advocates, intake/diversion, and probation. This recent proposal required the restructuring of the DYS funded programs, moving all of them to evidence based practices and requiring quality assurance measures to be implemented. The amount of this funding is based on a base allocation and a variable allocation determined by the number of DYS bed days used by the Delaware County Juvenile Court.

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

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RESOLUTION NO. 18-717**

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ENVIRONMENTAL COMFORT LLC FOR THE UNINTERRUPTIBLE POWER SYSTEM AND BATTERY PREVENTIVE MAINTENANCE INSPECTIONS FOR BOTH THE 911 CENTER AND PRIME TOWER SITE:

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

WHEREAS, the Director of Emergency Communications recommends approval of a service contract between the Delaware County Board of Commissioners and Environmental Comfort LLC for the Uninterruptible Power System and Battery Preventive Maintenance Inspections for both the 911 Center and Prime Tower Site;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves a service contract between the Delaware County Board of Commissioners and Environmental Comfort LLC for the Uninterruptible Power System and Battery Preventive Maintenance Inspections for both the 911 Center and Prime Tower Site:

SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of June 2018 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Environmental Comfort LLC, 909 King Avenue Ste.200, Columbus Ohio 43212 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

1.1 As used in this Agreement, "Services" shall include the description contained in this Section 1.1 and the "Scope of Services" incorporated by reference in Section 1.3. The Contractor will provide Services in connection with the following "Project": Installation of 60 batteries for the Eaton Ferrups UPS at the Prime Site, 1251 US 23 North, Delaware Ohio, 800MHz radio tower site. Completion of a preventative maintenance checks of the UPS at all 12 Delaware County Radio tower sites and the 9-1-1 Center.

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 The Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
See Addendum A and B

2 SUPERVISION OF SERVICES

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

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.

4.2 For all Services described in the Scope of Services and Fee Proposal, the lump sum fee shall be thirty-seven thousand, seven hundred thirty-nine dollars and twenty-nine cents \$37,739.29.

4.3 Total compensation under this Agreement shall not exceed thirty-seven thousand, seven hundred thirty-nine dollars and twenty-nine cents \$37,739.29 without subsequent modification.

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

5 NOTICES

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

County:

Name: Patrick Brandt, Director
Address: 10 Court Street, Delaware, Ohio 43015
Telephone: 740.833.2057
Email: pbrandt@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Robert A Hitt Jr
Address of Firm: 909 King Ave STE 200
City, State, Zip: Columbus, OH 43212
Telephone: 614-299-6464
Email: rick@ecpwr.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Price Proposal.

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

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with the Proposal.

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at

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any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

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

9 INDEMNIFICATION

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

10 INSURANCE

10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. Contractor 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.

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

11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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

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

11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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

11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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

11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

(Copies of Addendum A and B available in the Commissioners' office until no longer of administrative value).

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners approve a purchase order request to Environmental Comfort LLC in the amount of \$37,739.29 (R1803988)

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

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RESOLUTION NO. 18-718

IN THE MATTER OF APPROVING A CONSENT TO ASSIGNMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, ALERT TRACKING SYSTEMS, INC. (DBA ALERT PUBLIC SAFETY SOLUTIONS) AND JOHN J. JACOBS FOR INTELLITECH CORPORATION FOR 911 CENTER SOFTWARE:

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

WHEREAS, the Director of Emergency Communications recommends approval of a Consent to Assignment between the Delaware County Board of Commissioners, Alert Tracking Systems, Inc. (DBA Alert Public Safety Solutions) and John J. Jacobs for Intellitech Corporation for 911 Center Software;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves a Consent to Assignment between the Delaware County Board of Commissioners, Alert Tracking Systems, Inc.

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(DBA Alert Public Safety Solutions) and John J. Jacobs for Intellitech Corporation for 911 Center Software:

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT ("Consent") is made the 25th day of June 2018, but shall be effective as of the Effective Date (defined below), by and among, ALERT TRACKING SYSTEMS, INC. DBA Alert Public Safety Solutions ("Assignor"), JOHN J. JACOBS or his nominee, ("Assignee"), and DELAWARE COUNTY COMMISSIONERS ("Customer").

WITNESSETH:

WHEREAS, Assignor and Customer entered into that certain System Purchase Agreement and related Addenda dated October 9, 2006, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), whereby Customer purchased from Assignor an integrated Public Safety Software System and related support and maintenance services more fully described in the Agreement;

WHEREAS, Customer has been advised that Assignor intends to sell its business to Assignee (the "Acquisition"), including without limitation all its material contracts;

WHEREAS, the Agreement is a material contract of Assignor and being sold to Assignee as part of the Acquisition;

WHEREAS, as a condition to the Acquisition, Assignee has required that Assignor assign to him all its right, title and interest in and to the Agreement pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement and that certain Bill of Sale and Assignment and Assumption Agreement between Assignor and Assignee dated as of the Closing Date, a form copy of which is attached hereto as Exhibit B and incorporated herein by reference (as defined below) (the "Assignment"); and

WHEREAS, Assignor and Assignee desire to obtain Customer's consent to the Assignment, and Customer is willing to consent to the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CONSENTS. Subject to the terms and conditions of this Consent, as of the Closing Date of the Acquisition (the "Effective Date") (which the parties expect to occur on or before June 30, 2018), Customer hereby consents to Assignor's assignment of the Agreement to Assignee on the terms and conditions set forth in the Assignment. Assignee does hereby expressly assume and agree to be bound by and to perform and comply with, for the benefit of Customer, each and every obligation of Assignor under the Agreement on and after the Effective Date. Customer shall and does hereby release Assignor from any liability arising out of the Agreement after the Effective Date, but Assignor shall remain liable for all obligations under the Agreement prior to the Effective Date and the foregoing release shall not apply to any liability arising out of the Agreement prior to the Effective Date.
2. REPRESENTATIONS. Customer hereby makes the following factual representations with respect to the Agreement to and for the benefit of Assignee, all of which are true and correct and as of the date of this Agreement:
 - (i) The Agreement attached hereto as Exhibit A is a true, accurate and complete copy of the Agreement in its current form and represents the entire understanding between Customer and Assignor with respect to the Agreement. The Agreement is in full force and effect and has not been modified, amended or otherwise altered in any way except as expressly disclosed in writing to Assignee;
 - (ii) There are no defaults under the Agreement, and there are no events or conditions which, with the giving of notice and/or the passage of time or both, would constitute a default thereunder; and
 - (iii) Customer has no defenses, rights of set-off, counterclaims or other claims against any of Assignor or any other person or entity under the Agreement.
3. SUBSEQUENT ASSIGNMENTS. This Consent shall not constitute a consent to any subsequent assignment of the Agreement and shall not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain Customer's consent to any future assignment of the Agreement.
4. MISCELLANEOUS.
 - 4.1 A determination that any provision of this Consent is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Consent to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
 - 4.2 Within this Consent, words of any gender shall be held and construed to include any other gender, and

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words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless the context otherwise requires.

4.3 This Consent may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

4.4 It is expressly agreed by the parties hereto that this Consent shall not be construed or deemed made for the benefit of any third party or parties.

4.5 This Consent contains the entire agreement between the parties hereto concerning the assignment of the Agreement. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by or on behalf of such party.

4.6 The provisions hereof shall be self-operative and effective without the necessity of execution of any further instruments on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party.

4.7 This Consent shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio.

4.8 This Consent shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

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

**18
RESOLUTION NO. 18-719**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION AND SUPPLEMENTAL APPROPRIATION FOR FAMILY AND CHILDREN’S FIRST COUNCIL:

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

Transfer of Appropriation	Description	Amount
From	To	
70161603/5001	70161603/5101	\$7,000.00
FCFC General/Salaries	FCFC /Health Insurance	
Supplemental Appropriations	Description	Amount
70161603/5301	FCFC General/Professional Services	\$ 22,500.00
70161606/5348	FCFC Help Me Grow/Client Services	\$ 16,996.00

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

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RESOLUTION NO. 18-720**

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

That the Delaware County Board of Commissioners hereby authorizes the use of the Old Jail by the Delaware County Historical Society on October 21, 2018 from 2:00pm to 4:00pm, with more than thirty participants at no fee.

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

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 25, 2018

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ADMINISTRATOR REPORTS

Dawn Huston
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-The NorthStar New Community Authority has an opening on its Board. Applications can be found on our website.
-Attended the SoucePoint Open House for their new office located at the corner of Sancus Boulevard and Polaris Parkway on the Second Floor. This is a services resource center only.
-Attended the DATA Open House. They have done a very good job at renovating their office space.
-Attended the Third Thursday lunch. Concord Township, Berlin Township, Village of Sunbury and City of Powell all made presentations.
-The Investment Committee will meet on Thursday morning at 9:00 AM.

Commissioner Merrell
-SourcePoint does a great job. Looking forward to having a tour of the additional space.

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RESOLUTION NO. 18-721

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Pending or Imminent Litigation; For Collective Bargaining.

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

RESOLUTION NO. 18-722

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton