

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 23, 2018

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

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

1
RESOLUTION NO. 18-916

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 20, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 20, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-917

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0822 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0822:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0822, Procurement Card Payments in batch number PCAPR0822 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
UNDERGROUND UTILITIES	CONSTRUCTION OF LIBERTY- SAWMILL SEWER EXTENSION	66711908-5415	\$634,985.45
DELAWARE COUNTY TREASURER	ESCROW DEPOSITS FOR LIBERTY SAWMILL CONSTRUCTION	66711908-5415	\$55,216.13
CHANGE HEALTHCARE	EMS BILLING FEES	10011303-5301	\$30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1804748	CINTAS CORPORATION	SHIRTS AND PANTS	10011105 - 5224	\$ 6,300.00
R1804748	CINTAS CORPORATION	SAFETY SHIRTS	10011105 - 5225	\$ 140.00
R1804771	COMMISSION ON ACCREDITATION FOR LAW	CALEA ACCREDITATION ON SITE	21411306 - 5301	\$ 6,500.00
R1804781	PHOENIX SAFETY OUTFITTERS LLC	BODY ARMOR PURCHASE	10011303 - 5201	\$54,144.00

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

5
RESOLUTION NO. 18-918

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Code Compliance Department is requesting that Bill Johnson and Fred Fowler attend an Ohio EMA Cost Documentation & Damage Assessment Workshop in Delaware, Ohio on October 15, 2018 at no cost.

The Emergency Communications Department is requesting that Patrick Brandt and Matthew Fletcher attend a Piecing it Together...Public Safety & Human Recourses class in Columbus, Ohio on August 29, 2018 at the cost of \$398.00 (fund number 21411306).

The Emergency Medical Services Department is requesting that Mike Schuiling attend an OHPELRA Piecing it Together...Public Safety & Human Recourses class in Columbus, Ohio on August 29, 2018 at the cost of \$199.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Eric Burgess attend an OHPELRA Piecing it Together...Public Safety & Human Recourses class in Columbus, Ohio on August 29, 2018 at the cost of \$199.00 (fund number 10011303).

The Regional Sewer District is requesting that Kelly Thiel and Julie McGill attend an Ohio Northern Career Fair at Ohio Northern University in Ada, Ohio on September 27, 2018 at a total cost of \$125.00 from fund 66211902.

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

**6
RESOLUTION NO. 18-919**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 July 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 July 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**7
RESOLUTION NO. 18-920**

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE ENGLISH 346 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY CHRISTOPHER AND NICKI ACKER AND OTHERS:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Christopher And Nicki Acker And Others, filed a petition with the Clerk of the Board of Commissioners on May 16, 2018, in favor of certain improvements to the English 346 Watershed Drainage Improvement (the "Petition"); and

WHEREAS, Ross Carlson, was not a petitioner; and

WHEREAS, on August 13, 2018, before the end of the first hearing on the petition, Ross Carlson, filed an Application for Amendment of the Petition to include his parcels of land, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Ross Carlson, (mailing address of 294 Troy Road Delaware, Ohio 43015) was listed in the Petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

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WHEREAS, the Board of Commissioners had, on August 13, 2018, held a view of the proposed improvements; and said viewing would have included area in the Application for Amendment; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for Amendment of the Petition for the English 346 Watershed Drainage Improvement (“the Petition”) is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, Ross Carlson, (mailing address of 294 Troy Road Delaware, Ohio 43015) property address 2376 St. Rt. 36/37 East.

Section 3. This Amendment does not require additional notice under section 6131.07 of the Ohio Revised Code and does not require an additional view under section 6131.10 of the Ohio Revised Code.

(Application is available in the Commissioner’s Office until no longer of Administrative Value).

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

8
RESOLUTION NO. 18-921

IN THE MATTER OF AMENDING RESOLUTION NO. 16-1225 (APPOINTING THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS) TO REFLECT PERSONNEL CHANGES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to amend resolution No. 16-1225 (Appointing the Clerk and Deputy Clerks for the Board of Commissioners) to reflect personnel changes:

WHEREAS, Resolution No.16-1225 appointed Jennifer Walraven, Clerk and Sarah Dinovo, Dawn Huston, and Si Kille, Deputy Clerks to the Board of Delaware County Commissioners; and

WHEREAS, Si Kille has transferred to the Auditor’s Office as Chief Deputy Auditor; and

WHEREAS, from time to time there exist the possibility of multiple absences from the workplace at the same time; and

WHEREAS, the Delaware County Board of Commissioners’ Office may still need to accept official filing of petitions and other paperwork during periods of multiple absences; and

WHEREAS, the Delaware County Commissioners may still need to conduct meetings during periods of multiple absences;

Therefore Be It Resolved, that the Delaware County Commissioners appoint Sharon Fridley as an additional Deputy Clerk to the Board of Delaware County Commissioners.

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

9
RESOLUTION NO. 18-922

IN THE MATTER OF AMENDING RESOLUTION 14-1477 TO REMOVE PROPERTY FROM THE SLATE RIDGE TIF AND PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.78 5709.79, 5709.80 AND 5709.85:

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

WHEREAS, Ohio Revised Code (“R.C.”) Section 5709.78 provides that this Board of County Commissioners (the “Board”) may, under certain circumstances, (i) declare improvement to parcels of real property located in the County of Delaware (the “County”) to be a public purpose, thereby granting to that improvement an exemption

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from real property taxation (the “TIF Exemption”), and (ii) designate specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the parcels for which improvement is declared to be a public purpose; and

WHEREAS, this Board passed Resolution 14-1477 on December 29, 2014 (the “Slate Ridge TIF Resolution”), which granted a TIF exemption for a period of ten (10) years to certain parcels of real property in the County including Delaware County Permanent Parcel No. 318-230-01-003-000 (the “Parcel”); and

WHEREAS, this Board also passed Resolution 17-996 on September 25, 2017 (the “Creekside TIF Resolution”), which granted a TIF exemption to the Parcel for a period of twenty (20) years but subject to a community reinvestment area property tax exemption for fifteen (15) years; and

WHEREAS, this Board desires to pass this Resolution to amend the Slate Ridge TIF Resolution in order to terminate the TIF exemption for the Parcel provided by the Slate Ridge TIF Resolution and to clarify that the only TIF exemption applicable to the Parcel is the TIF exemption provided by the Creekside TIF Resolution;

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

Section 1. The TIF exemption on the Parcel pursuant to the Slate Ridge TIF Resolution is hereby terminated, beginning with tax year 2018, and the Parcel shall be removed from the list of parcels attached to the Slate Ridge TIF Resolution as Exhibit A thereto.

Section 2. With the exception of the amendments described in Sections 1 above, all other portions of the Slate Ridge TIF Resolution remain in full force and effect as provided in the Slate Ridge TIF Resolution.

Section 3. The TIF exemption provided for in the Creekside TIF Resolution is hereby affirmed and approved as of the effective date of the Creekside TIF Resolution.

Section 4. The Board hereby authorizes the Economic Development Director or the Economic Development Director’s designee to take all actions and sign any document, agreement, or certificate necessary to carry out this Resolution including, without limiting the foregoing, filing forms and amendments with the Ohio Development Services Agency or the Ohio Department of Taxation.

Section 5. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 6. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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RESOLUTION NO. 18-923

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR OLENTANGY FALLS SECTION 5 AND OLENTANGY FALLS SECTION 4-A:

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

OLENTANGY FALLS SECTION 5

Whereas, the construction of new sanitary sewers at the Olentangy Falls Section 5 have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Olentangy Falls Section 5	290’ of 8- inch sewer	\$16,295.00
	6 each- manhole	\$32,955.00

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved

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financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

OLENTANGY FALLS SECTION 4-A

Whereas, the construction of new sanitary sewers at the Olentangy Falls Section 4-A have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Olentangy Falls Section 4-A	51’ of 8- inch sewer	\$16,613.00
	1 each- manhole	\$ 4,314.00

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

11

RESOLUTION NO. 18-924

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has a long history of cooperation with and support of the Delaware County Agricultural Society (the “Society”) and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County, all in accordance with section 307.07(B)(6) of the Revised Code;

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

Section 1. The Board approves accepting this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Economic Development Director, in consultation with and upon approval by the Delaware County Administrator, to cause distribution of said tickets to visiting dignitaries, in

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order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 18-925

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICE, INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY’S WORKERS COMPENSATION SELF-INSURED PROGRAM:

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

WHEREAS, the Deputy County Administrator recommends the service agreement with Sedgwick Claims Management Service, Inc. to provide claims administration services for Delaware County’s Workers Compensation Self-Insured Program;

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the service agreement with Sedgwick Claims Management Service, Inc. to provide claims administration services for Delaware County’s Workers Compensation Self Insured Program.

**SERVICE AGREEMENT FOR ADMINISTRATION OF
A CLAIMS PROGRAM**

This Agreement is entered into effective the 1st day of September, 2018, by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”) and Delaware County Board of County Commissioners (“Client”).

RECITALS

- 1. Client self-insures its claims administration program for workers compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self-insured program (the “Program,” as defined on Exhibit A, attached hereto).
- 2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

- 1. Services to Be Performed by Sedgwick: Sedgwick agrees to perform the following services:
 - A. With regard to Claims Administration, Sedgwick shall:
 - (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
 - (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
 - (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
 - (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
 - (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or insurer (for insured claims) and which shall be available for review by Client during normal business hours upon three (3) days prior written notice;
 - (6) Notify Client’s first layer of insurance coverage for each Qualified Claim where the values may exceed Client’s retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;

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- (7) Assist Client's counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
- (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
- (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
- (10) Annually report federal, state and local 1099 information under Sedgwick's tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.
- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.
- C. Sedgwick will provide the call center services as set forth in the attached Call Center Service Schedule.
- D. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
- E. Sedgwick shall provide Client with the capability to perform searches in a database which contains information regarding Client's Qualified Claims as set forth in the attached OSHA Database Service Schedule.
- F. Sedgwick will provide the Ohio Hearing Representative services as set forth in the attached Ohio Hearing Representative Service Schedule.
- G. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
- H. Sedgwick will provide additional Medicare compliance services as set forth in Medicare Compliance Schedule(s) attached hereto.
2. Obligations of Client:
- A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.
- B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.
- C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request.

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- D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
- (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;
 - (3) There is a change in funding cycle;
 - (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
- E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client [or insurer, in cases where insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.
- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$25,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have no discretion to redeem, compromise or settle any Qualified Claim without the Client's approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible, and may collect such fees from any loss fund that may be in Sedgwick's care, custody and control.
3. Discontinuance of Operations:
- Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.
4. Covered Jurisdictions:
- This Agreement shall cover all operations of Client in the state of Ohio.
5. Term of Agreement and Termination:
- A. The term of this Agreement shall be for the period commencing on September 1, 2018 and ending on August 31, 2019.
 - B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is given to the other party.
 - C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss

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adjustment expenses and pay information technology fees, data tape fees, program management fees, and any other applicable fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.

- D. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick); provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick will also provide its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick's computer system(s).
- E. Should Client terminate the Agreement for convenience within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for convenience within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination.

6. Practice of Law:

It is understood and agreed that Sedgwick will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

7. Indemnification:

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Client agrees that Sedgwick, its officers, directors, employees and agents are not responsible for any and all losses, damages, claims, causes of actions, costs, judgments and expenses (including attorneys fees and costs) arising from, in connection with, or pertaining in any way to this Agreement unless and until a finding is entered to the effect that Sedgwick failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its elected officials, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.
- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client retains administration of a claim, Sedgwick, its officers, directors, employees and agents are not liable for the losses, damages, costs, judgments and expenses (including attorneys fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising from Client's acts or omissions in administering such claims.
- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:

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- (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
- (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.

C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a “need to know,” and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client’s data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.

D. The provisions of this section shall survive the expiration or termination of the Agreement.

9. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel, Sedgwick Claims Management Services, Inc., 1100 Ridgeway Loop Road, Memphis, TN 38120, in the case of Sedgwick, and to Workers/ Compensation / HR Coordinator, Delaware County Board of County Commissioners, 10 Court Street, 2nd Floor, Delaware, OH 43015 in the case of Client.

10. Successors:

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

11. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

12. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles. Any and all disputes between the parties arising under this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

13. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a “force majeure”). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party’s reasonable control, [or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held](#), or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

14. Headings:

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Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

16. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

17. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

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

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Will be making a presentation (along with Tiffany Maag and Julie McGill and the Delaware County General Health District) to the residents of Woods of Glen Erin concerning creating a centralized neighborhood sewer system.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

-No reports.

Commissioner Lewis

-Congrats to Kassie Neff, the Program Director for the Sheriff’s office and the Stepping-Up Coordinator, for being asked by the Ohio Criminal Justice Coordinating Center of Excellence to develop a “best practice” for other counties interested in having their own Stepping-Up Initiative Program.

Commissioner Merrell

- A local attorney wanted to reach out to make his appreciation known for a case involving the JFS department. Would like to congratulate Kara Woolwine on a job well done.

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners