

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 25, 2018**

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

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

10:00 A.M. Public Hearing For Consideration Of The Hidden Springs Condominium Drainage Maintenance Improvement Petition

10:15 A.M. Public Hearing For Consideration Of The Orange Village Centre Drainage Maintenance Improvement Petition

1
RESOLUTION NO. 18-1165

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 22, 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 October 22, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-1166

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1024:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1024 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
RC Concrete	Driveway EMS Station 5	40111402-5410	\$ 7,770.00
Various Board and Care	Job and Family	22511607-5350	\$ 10,000.00
Beem's BP	Fuel Service Center	10011106-5228	\$ 5,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1805298	ORANGE TOWNSHIP TRUSTEES	ANNUAL LEASE AGREEMENT 10-01-18 TO 10-01-19	10011303 - 5335	\$ 8,640.00
R1805426	JD EQUIPMENT INC	HUSTLER MOWER - OECC	66211903 - 5450	\$ 4,337.00
R1805426	JD EQUIPMENT INC	HUSTLER MOWER - ALUM CREEK	66211904 - 5450	\$ 4,337.00
R1805427	CHUCKS SEPTIC TANK SEWER &	EMERGENCY SERVICE FOR CAMERA TRUCK	66211901 - 5328	\$ 6,833.78
R1805428	TREASURER, STATE OF OHIO	PERMIT TO INSTALL - CHESHIRE PS	66711914 - 5410	\$15,100.00
R1805452	JD EQUIPMENT INC	HUSTLER MOWER - LOWER SCIOTO	66211905 - 5450	\$ 6,237.00
R1805452	JD EQUIPMENT INC	HUSTLER MOWER - NORTHSTAR	66211912 - 5450	\$ 6,237.00

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

5
RESOLUTION NO. 18-1167

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services department is requesting that Michael Schuiling, Eric Burgess, Aaron Jennings, Joe Farmer, Jude James, Sam Moore, Glen Keating, Bryan Russell, Julie Page and Jason Sutermaster attend and Ohio EMS Chiefs Association Leadership Conference in Columbus, Ohio on November 13, 2018 at the cost of \$600.00 (fund number 10011303).

The Child Support Enforcement Agency is requesting that Jason Port and Deb Benjamin attend a Re-Entry Resource Fair in Orient, Ohio at no cost.

The Economic Development Department is requesting that Bob Lamb and Rob Platte attend a CCIIR luncheon Meeting on November 1, 2018; at the cost of \$40.00 (Economic Development funds/to be reimbursed by Finance Authority).

The Economic Development Department is requesting that Bob Lamb attend a dinner event in Cincinnati, Ohio on November 1, 2018 at the cost of \$475.00.

The Commissioners' office is requesting that ten county employees attend a MORPC Summit on Sustainability Conference in Columbus, Ohio on October 25, 2018 at the cost of \$1,000.00 (fund number 1001101).

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

6
RESOLUTION NO. 18-1168

IN THE MATTER OF APPROVING A RENEWAL OF THE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR INDIGENT DEFENSE SERVICES FOR MUNICIPAL CODE VIOLATIONS (ASSIGNED COUNSEL SYSTEM):

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

WHEREAS, on August 7, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-829, approving an agreement with the City of Delaware for indigent defense services for municipal code violations (the "Agreement"); and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Agreement may be renewed for additional one year terms upon proper resolution by each party agreeing to the one year extension and proper appropriation of funding for the new year;

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

Section 1. The Board hereby agrees to renew the Agreement, with proper appropriation of funding, for an additional one (1) year term, commencing on January 1, 2019 and ending December 31, 2019.

Section 2. The Board hereby directs the Clerk of the Board to cause copies of this Resolution to be delivered to the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015, and the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.

Section 3. This Resolution shall be effective immediately upon adoption.

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

7
RESOLUTION NO. 18-1169

IN THE MATTER OF AUTHORIZING THE DISPOSAL OF COUNTY PERSONAL PROPERTY THAT IS OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to dispose of county personal property that is not needed for public use, is obsolete, or is unfit

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for the use for which it was acquired, after determining the value of the property to be disposed; and

WHEREAS, the Delaware County Law Library Resources Board (DCLLRB) frequently has law library material that it determines is no longer needed for public use and/or is obsolete or unfit for the use for which it was acquired and that has no value due to the material being outdated and no longer legally accurate; and

WHEREAS, law library material has been defined by the DCLLRB as books, periodicals, CD-ROMS, pocket parts, and paper updates to books; and

WHEREAS, the Board desires to authorize the DCLLRB to dispose of any law library material that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and which has no value and may be disposed;

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

Section 1. The Board hereby authorizes the DCLLRB to dispose of any law library material that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and that has no value.

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the DCLLRB.

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

8
RESOLUTION NO. 18-1170

IN THE MATTER OF APPROVING THE CASH LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND RHOADES FARMS FOR THE CROPLAND OF THE DELAWARE COUNTY HOME FARM AND THE CROPLAND OF THE TRANSFER STATION FARM:

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

WHEREAS, the Director of Facilities recommends approval of the cash lease agreement between the Delaware County Board of Commissioners and Rhoades Farms;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the cash lease agreement between the Delaware County Board of Commissioners and Rhoades Farms for the cropland of the Delaware County Home Farm and the cropland of the Transfer Station Farm.

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1. This lease is made this 25th day of October, 2018, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Rhoades Farms, 6489 Curtis Rd., Radnor, OH 43066, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 218 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, and 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2019 crop year beginning on the 1st day of April, 2019, at 12:00 p.m. (noon) and ending on December 31, 2019, or ten days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for four (4) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of December 2019 (for the 2020 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by November 15th of the original term and any renewal period.

SECTION III. PAYMENT OF RENT

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For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$70,343.50, being computed at \$261.50 per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 2019; the remaining one-half of the annual rent is due and payable on or before November 1, 2019 for the crop year. Rent any renewal period will be due in the same manner for the year of the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA

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Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant’s use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water Treatment Plant and/or the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer on any farmland not tilled or planted and up to 50 acres of planted farmland. The landlord shall reimburse the tenant if the application of sludge is on farmland after planting of crops any rent paid and liquidated damages, as set forth in Section XI. All applications of sludge will meet EPA guidelines. The landlord agrees to provide proper maintenance and weed control for any farmland to which sludge has been applied.

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1st.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.

2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.

3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.

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

In witness whereof, the parties have signed this lease on the date named in Section I.

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

9
RESOLUTION NO. 18-1171

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ARAMARK UNIFORM SERVICES FOR THE DELAWARE COUNTY FACILITIES DEPARTMENT UNIFORM RENTAL SERVICES:

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

WHEREAS, the Director of Facilities recommends approval of the services agreement with Aramark Uniform Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following service agreement with Aramark Uniform Services:

SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of October, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Aramark Uniform Services, 1900 Progress Avenue, Columbus, Ohio 43207 (“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”:
Delaware County Facilities Management uniform, apparel and/or allied product (‘Merchandise’) rental.
- 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:
Aramark Uniform Services – service agreement

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.
- 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 Total compensation under this Agreement shall not exceed \$38,000.00 without subsequent modification.
- 4.3 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: Jon Melvin, Director of Facilities
 Address: 1405 US Highway 23 North
 Telephone: 740 833-2280

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Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Bill Mcclanahan, General Manager

Address of Firm: 1900 Progress Ave.

City, State, Zip: Columbus, Ohio 43207

Telephone: 614-445-8341

Email: mcclanahan-bill@aramark.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 TERM; SUSPENSION; TERMINATION

- 7.1 This Agreement shall commence immediately upon execution by both Parties and shall continue for a term of three (3) years.
- 7.2 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.3 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.

8 INDEMNIFICATION

- 8.1 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.

9 INSURANCE

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

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- 9.5 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.
- 10 MISCELLANEOUS TERMS AND CONDITIONS**
- 10.1 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.
- 10.2 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.**
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 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.
- 10.10 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

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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.

10.11 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)(1) of section 122.71 of the Revised Code.

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

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

10

RESOLUTION NO. 18-1172

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM SOURCEPOINT OF DELAWARE COUNTY FOR THE CHORES PROGRAM GRANT FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

11

RESOLUTION NO. 18-1173

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM SOURCEPOINT OF DELAWARE COUNTY FOR THE GUARDIANSHIP VISITATION PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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:	\$10,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$10,000.00

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

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RESOLUTION NO. 18-1174

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN AWARD FROM THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

Grant #	VOCA – Victim Services
Source:	Ohio Attorney General – Victims of Crime Act
Grant Period:	10/01/2018 – 09/30/2019
Grant (VOCA) Amount:	\$83,155.00
Grant (SVAA) Amount:	\$21,986.56
Local Cash Match:	\$16,201.25
Local In-Kind Match:	<u>\$4,587.50</u>
Total Grant Amount:	\$125,930.31

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court’s legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 to victims of juvenile crime.

Grant #	VOCA – Court Appointed Special Advocate
Source:	Ohio Attorney General – Victims of Crime Act
Grant Period:	10/01/2018 – 09/30/2019
Grant (VOCA) Amount:	\$285,851.36
Grant (SVAA) Amount:	\$1,918.00
Local Cash Match:	\$0.00
Local In-Kind Match:	<u>\$72,100.34</u>
Total Grant Amount:	\$357,951.70

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted. The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanence, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

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RESOLUTION NO. 18-1175

IN THE MATTER OF ACCEPTING THE AWARD FROM THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE DELAWARE COUNTY FAMILY TREATMENT COURT PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

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

WHEREAS, the Delaware County Juvenile and Probate Court has applied for and been awarded the Ohio Department of Mental Health and Addiction Services award (the “Grant”); and

WHEREAS; Delaware Juvenile Court's Adult & Juvenile Treatment Courts (ATC, JTC) provide incentive and support as participants pursue rehabilitation. Participants: juveniles adjudicated delinquent, or parents with open JFS cases, both the result of drug/alcohol misuse or mental illness. Combined, ATC & JTC dockets comprise 12-24 people, with annual rotations of 6-12 participants. The requested \$51,716 will fund a portion of the Coordinator position, who maintains the Dockets' function and supervises the Treatment Court staff; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Court Administrator, Katie Stenman, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	1800088
Source:	Ohio Department of Mental Health and Addiction Services
Grant Period:	07/01/2018 – 06/30/2019
Grant Amount:	\$51,716.00
Local Cash Match:	\$0.00
Total Grant Amount:	\$51,716.00

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

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

14
RESOLUTION NO. 18-1176

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriations

From:	To:	
10026202-5360	10026201-5260	50,539
Juvenile Correction Center/Court Related Svc	Juvenile Court/Inventoried Tools & Equip	
10026202-5360	10026201-5450	55,425
Juvenile Correction Center/ Court Related Svc	Juvenile Court/Machinery & Equipment	
26026203-5260	26026203-5320	3,100
Juvenile Court Data Fund/Inventoried Tools & Equipment	Juvenile Court Data Fund/Software and Computer Services	

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

15
RESOLUTION NO. 18-1177

IN THE MATTER OF APPROVING THE FIRST AMENDMENTS TO THE AGREEMENTS FOR THE TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND COMMUNITY TEACHING HOMES, INC., NATIONAL YOUTH ADVOCATE PROGRAM, AND SAFEHOUSE MINISTRIES, INC.:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and

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federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendments with Community Teaching Homes, Inc., National Youth Advocate Program, and Safehouse Ministries, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendments for Child Care Placement providers with Community Teaching Homes, Inc., National Youth Advocate Program, and Safehouse Ministries, Inc.:

Community Teaching Homes, Inc.

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND COMMUNITY TEACHING HOMES, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Community Teaching Homes, Inc. (“Provider”)(“First Amendment”) is entered into this October 25, 2018.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of November 1, 2018 through June 30, 2019 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. Article V.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. Article V.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio unless a travel letter and notification have been approved.
- G. Article VIII.** Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per

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diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

- H. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- I. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- J. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

A. Independent Contractor Acknowledgement/No Contribution to OPERS. Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

B. Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

- A. Exhibits to Agreement.**
 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

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1. OPERS Independent Contractor/Worker Acknowledgement.
 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 2. 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 and is authorized to bind such principal.
- F. Auditor’s Certification.** The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

National Youth Advocate Program

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NATIONAL YOUTH ADVOCATE PROGRAM**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and National Youth Advocate Program (“Provider”)(“First Amendment”) is entered into this October 25, 2018.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of November 1, 2018 through June 30, 2019 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. Article V.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

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- F. **Article V.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. **Article VIII.** Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- H. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- I. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- J. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

- A. **Independent Contractor Acknowledgement/No Contribution to OPERS.** Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

- B. **Campaign Finance – Compliance with R.C. § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled

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“Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

- a. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
- b. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
- c. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

- a. OPERS Independent Contractor/Worker Acknowledgement.
- b. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

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

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

- a. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
- b. 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 and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Safehouse Ministries, Inc.

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND SAFEHOUSE MINISTRIES, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Safehouse Ministries, Inc. (“Provider”)(“First Amendment”) is entered into this October 25, 2018.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of November 1, 2018 through June 30, 2019 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

Article II. This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years

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- A. **Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- B. **Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- C. **Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- D. **Article V.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- E. **Article V.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- F. **Article VIII.** Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- G. **Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- H. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

- A. **Independent Contractor Acknowledgement/No Contribution to OPERS.** Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

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B. Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

- a. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
- b. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
- c. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

- a. OPERS Independent Contractor/Worker Acknowledgement.
- b. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

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

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

- a. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
- b. 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 and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

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RESOLUTION NO. 18-1178

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Liberty Presbyterian Church has donated 120 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$6,000; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Thanksgiving food boxes and offer thanks to all involved in this collaborative effort for their generous support of the Delaware

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County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation of \$6,000 in Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the families of Delaware County.

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

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RESOLUTION NO. 18-1179

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR COURTYARDS AT THE RAVINES:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Courtyards at the Ravines;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves the sanitary sewer improvement plans for Courtyards at the Ravines for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 18-1180

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

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

Transfer of Funds

From:	To:	
66211903-5801 SRF-OECC/Cash Transfers	66711902-4601 Capital/Interfund Revenues	\$900,000.00
66211904-5801 SRF-ACWRF/Cash Transfers	66711902-4601 Capital/Interfund Revenues	\$1,100,000.00
66211901-5801 SRF-Sanitary /Cash Transfers	66711902-4601 Capital/Interfund Revenues	\$431,800.00
66211903-5801 SRF-OECC/Cash Transfers	66311901-4601 Bond Service Fund/Interfund Revenues	\$1,434,580.32
66211904-5801 SRF-ACWRF/Cash Transfers	66311901-4601 Bond Service Fund/Interfund Revenues	\$1,753,375.93

Transfer of Appropriation

From:	To:	
66211902-5450 SRF-Sanitary Eng/ Machinery & Equipment	66211902-5301 SRF-Sanitary Eng./ Contracted Prof Services	\$20,000.00

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

21

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

22

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Attended the Top Golf Grand Opening on Monday afternoon. Top Golf is quite an impressive facility.
-Will be a part of the MORPC Summit on Sustainability panel today.
-The Delaware Community Foundation dinner is this evening.

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- SourcePoint’s legislative update will occur tomorrow.
- Would like to thank Delaware City Council for officially opposing Issue 1 during their meeting last night.

Commissioner Lewis

- Attended a Bridges/Community Action meeting last night. They have released their annual report. Also had a chance to introduce the Board to Bob Anderson last night.
- Attended the State Stepping-Up Initiative meeting on Monday in Columbus.
- Connection’s will hold their annual volunteer day on October 27th in the morning.

Commissioner Merrell

- Thank you to Commissioner Benton for filling in at the MORPC Summit on Sustainability panel today.
- Attended the Land Bank 101 seminar on Monday afternoon. The presentation was done by Lucas County who has the largest Land Bank in the state of Ohio.

10:00A.M.Public Hearing For Consideration Of The Hidden Springs Condominium Drainage Maintenance Improvement Petition

19
RESOLUTION NO. 18-1181

10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE HIDDEN SPRINGS CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY HIDDEN SPRINGS CONDO ASSOCIATION AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:00 A.M..

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

19 continued

RESOLUTION NO. 18-1182

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

19 continued

RESOLUTION NO. 18-1183

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE HIDDEN SPRINGS CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY HIDDEN SPRINGS CONDO ASSOCIATION AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 10:24 A.M..

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

19 continued

RESOLUTION NO. 18-1184

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 HIDDEN SPRINGS CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION:

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

WHEREAS, on May 4, 2018, a Drainage Improvement Petition to The Hidden Springs Condominium Watershed Improvement was filed with the Board of Commissioners of Delaware County (the “Board”) by the Hidden Springs Condo Association Others; and

WHEREAS, the Board on Monday August 20, 2018 at 1:30P.M., conducted a view of the proposed improvements; and

WHEREAS, the Board on Thursday October 25, 2018 at 10:00A.M. 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 Hidden Springs Condominium Watershed Drainage Improvement; and

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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 Hidden Springs Condominium Drainage Maintenance Petition Improvement. The Board hereby fixes October 25, 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 HIDDEN SPRINGS CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PROJECT 40311468.

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

10:15A.M. Public Hearing For Consideration Of The Orange Village Centre Drainage Maintenance Improvement Petition

20

RESOLUTION NO. 18-1185

10:15A.M. PUBLIC HEARING FOR CONSIDERATION OF THE ORANGE VILLAGE CENTRE DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY ORANGE VILLAGE CENTRE PARK ASSOCIATION AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:25 A.M..

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

20 continued

RESOLUTION NO. 18-1186

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

20 continued

RESOLUTION NO. 18-1187

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE ORANGE VILLAGE CENTRE DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY ORANGE VILLAGE CENTRE PARK ASSOCIATION AND OTHERS:

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It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 10:43 A.M..

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

20 continued

RESOLUTION NO. 18-1188

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 ORANGE VILLAGE CENTRE DRAINAGE MAINTENANCE IMPROVEMENT PETITION:

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

WHEREAS, on May 4, 2018, a Drainage Improvement Petition to The Orange Village Centre Watershed Improvement was filed with the Board of Commissioners of Delaware County (the "Board") by the Orange Village Centre Park Association Others; and

WHEREAS, the Board on Monday August 20, 2018 at 1:45P.M., conducted a view of the proposed improvements; and

WHEREAS, the Board on Thursday October 25, 2018 at 10:15A.M. 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 Orange Village Centre 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 Orange Village Centre Drainage Maintenance Petition Improvement. The Board hereby fixes October 25, 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 ORANGE VILLAGE CENTRE DRAINAGE MAINTENANCE IMPROVEMENT PROJECT 40311469.

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 Mr. Benton Aye Mrs. Lewis Aye

23

RESOLUTION NO. 18-1189

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER 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

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

RESOLUTION NO. 18-1190

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton