

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 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. 18-1316

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 26, 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

A motion was made by Commissioner Lewis to waive Rule 4-Limitations from the rules governing public comment before the Board of County Commissioners of Delaware County, Ohio; died for a lack of a second.

2
PUBLIC COMMENT

Mike Jones, Liberty Township EMS
Raymond Tift Gannon, Liberty Township EMS
Tom Homan, EMS
Marie Follmer, Liberty Township EMS

3
ELECTED OFFICIAL COMMENT

Melanie Leneghan, Liberty Township Trustee, Liberty Township EMS
Jon Bennehoof, Mayor of Powell, Liberty Township EMS

4
SANDY KUHN, GENERAL MANAGER DELAWARE COUNTY FAIR
and
PAT PAYKOFF, AGRICULTURAL SOCIETY BOARD MEMBER
UPDATE ON THE NEW JUNIOR FAIR BUILDING

5
RESOLUTION NO. 18-1317

IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, AN APPLICATION TO THE CITY OF DELAWARE FOR COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN APPROVAL FOR THE JUNIOR FAIR/AG CENTER BUILDING AT THE DELAWARE COUNTY FAIRGROUNDS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has enacted and is collecting a lodging excise tax for the purpose of making improvements at the Delaware County Fairgrounds; and

WHEREAS, the Delaware County Agricultural Society has proposed an improvement consisting of a Junior Fair Agricultural Center building on a parcel owned by the Board and has prepared an application for submittal to the City of Delaware for combined preliminary and final development plan approval; and

WHEREAS, as the owner of the property, the Board's approval is required in order to submit the application;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the County Administrator to execute, the application to the City of

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Delaware for combined preliminary and final development plan approval for the Junior Fair/Ag Center building at the Delaware County Fairgrounds.

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

6

RESOLUTION NO. 18-1318

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1128 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1128:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1128, memo transfers in batch numbers MTAPR1128 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Tri State Mohican	Job and Family Services	22511607-5342	\$62,300.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1805769	COMPUTATIONAL HYDRAULICS INTL	SEWER MODELING SOFTWARE SUBSCRIPTION -	66211902 - 5320	\$ 5,440.00
R1805775	KELCHNER INC	SECTION 1	66211902 - 5319	\$ 7,284.25
R1805799	EPS	ADDITIONAL CAMERAS IN COURTRROOMS	40111402 - 5450	\$ 10,123.73
R1805833	VASU COMMUNICATIONS INC	40 KENWOOD PORTABLES AND ACCESSORIES	21411306 - 5260	\$ 94,208.00
R1805838	EPCON COMMUNITIES	SOUTH SECTION LINE 1 & 2	66211902 - 5319	\$ 17,557.50
R1805841	HYDRO CONTROLS INC	16" BUTTERFLY VALVES FOR ALUM CREEK	66211904 - 5260	\$ 5,796.00
R1805845	2K GENERAL COMPANY	JAIL INTAKE PROJECT	42011438 - 5410	\$917,700.00

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

7

RESOLUTION NO. 18-1319

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Communications Department is requesting that Miranda Landis and Bailey Cavinee attend a Human Trafficking-Columbus Police Communications Training in Columbus, Ohio December 6, 2018; at no cost.

The 911 Communications Department is requesting that Peter O’Flaherty, Matthew D. Fletcher and Kimberly Romero-Curren attend a Crisis Intervention -Columbus Police Communications Training in Columbus, Ohio December 5, 2018; at no cost.

The 911 Communications Department is requesting that Matthew D. Fletcher and Patrick J. Roberts attend a Hostage Negotiation-Columbus Police Communications Training in Columbus, Ohio December 4, 2018; at no cost.

The Department of Job and Family Services is requesting that Shannon Cox, Denise Poling and Kayla Geiger attend a Children Services TRAVERSE Training in Toledo, Ohio from December 3-7, 2018 at the cost of \$2,012.00.

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

8

RESOLUTION NO. 18-1320

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSION SCHEDULED FOR MONDAY, DECEMBER 24, 2018:

It was moved by Mrs. Lewis, seconded by Mr. Benton to cancel the Commissioners’ session scheduled for

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Monday, December 24, 2018.

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

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RESOLUTION NO. 18-1321

IN THE MATTER OF APPROVING ADDITIONAL PAID TIME OFF FOR EMPLOYEES OF THE BOARD OF COUNTY COMMISSIONERS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is authorized, pursuant to the laws of the State of Ohio, to fix the compensation of persons the Board appoints or employs; and

WHEREAS, offices under the direction of the Board are currently scheduled to be open from 8:00 AM to 12:00 PM on Monday, December 24, 2018; and

WHEREAS, the Board wishes to allow employees additional family time as a gesture of appreciation by approving additional paid time off for non-essential Board employees during that time; and

WHEREAS, certain essential services offices of the Board, specifically the 9-1-1 emergency communications center, the emergency medical services stations, and the wastewater treatment facilities, must remain open and staffed;

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

Section 1. The Board hereby approves closing all non-essential services offices of the Board from 8:00 AM to 12:00 PM on Monday, December 24, 2018.

Section 2. The Board hereby approves additional paid time off for non-essential personnel, at the regular straight-time rate of pay, for full-time and part-time employees of the Board scheduled to work during the time and in the offices indicated in Section 1 of this Resolution. The paid time off awarded herein shall not count toward hours worked for purposes of the overtime provisions of the Fair Labor Standards Act and County policy.

Section 3. The Board encourages all Delaware County appointing authorities to take action consistent with this Resolution for non-essential personnel.

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

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RESOLUTION NO. 18-1322

IN THE MATTER OF ESTABLISHING A NEW FUND, APPROVING SUPPLEMENTAL APPROPRIATIONS, APPROVING TRANSFER OF APPROPRIATIONS, AND TRANSFER OF FUNDS FOR THE AUDITOR'S OFFICE:

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

New Fund 10214108 Excess Foreclosure Fund

This new fund will be used to account for any residue of moneys from the sale or foreclosure of lands unclaimed by the owner per ORC 5721.20.

Supplemental Appropriations

10110107-5801	\$	180,000.00
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Unclaimed Funds/Transfer

To transfer eligible monies to new fund.

10214108-5380		\$ 2,555.00
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Excess Foreclosure/Other

To pay the eligible monies to the land reutilization corporation.

20110105-5319

REA/Reimbursements	\$	5,295,000.00
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To refund excess REA fees.

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Transfer of Appropriations

From	To		
10010101-5101 Auditor/Insurance	10010101-5301 Auditor/Prof Services	\$	4,000.00
10010102/5260 Wts& Measures/Tools	10010102/5001 Wts& Measures/Salary	\$	400.00
10010102/5201 Wts& Measures/Printing	10010102/5001 Wts& Measures/Salary	\$	400.00
10010102/5313 Wts& Measures/Printing	10010102/5101 Wts& Measures/Health Ins	\$	150.00
20315101-5450 Data Center/Capital	20315101-5201 Data Center/Supplies	\$	2,200.00

Transfer of Funds:

From	To		
10110107-5801 Unclaimed Funds/Transfer	10011102-4601 Comm/Transfer	\$	11,753.47
10110107-5801 Unclaimed Funds/Transfer	10214108-4601 Excess Foreclosure Fund/Transfer	\$	179,839.99

Per ORC 9.39, transfer unclaimed monies to funds.

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

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RESOLUTION NO. 18-1323

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE BOARD OF ELECTIONS:

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

Transfer of Appropriation

From:	To:		
10016101-5260 Board of Elections/Inventoried Equip	10016101-5001 Board of Elections/Compensation		100,000.00
10016101-5260 Board of Elections/Inventoried Equip	10016101-5101 Board of Elections/Health Insurance		60,000.00

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

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RESOLUTION NO. 18-1324

IN THE MATTER OF AWARDED THE CONTRACT TO AND APPROVING THE CONSULTING AGREEMENT WITH CELL SITE CAPITAL, LLC FOR THE PROJECT KNOWN AS CELLULAR SITE PLAN DEVELOPMENT AND ADMINISTRATION:

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

WHEREAS, the Board of Delaware County Commissioners approved the Request for Proposals for Cellular Site Plan Development and Administration per Resolution No. 18-727; and

WHEREAS, the Delaware County Economic Development Director recommends approving the acceptance and award of the bid and approving the contract for the project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners awards the contract to and

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approves the Consulting Agreement for Cellular Site Plan Development and Administration with Cell Site Capital, LLC, as follows:

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into as of November 29, 2018, by and between Delaware County Board of Commissioners, with an address of 101 N. Sandusky St., Delaware, OH 43015 (the "DCBC"), and Cell Site Capital, LLC, an Ohio limited liability company (the "CSC").

BACKGROUND RECITALS

A. DCBC issued a Request for Competitive Sealed Proposals for cellular site plan development and administration (the "RFP"),

B. CSC is consultant, owner and developer of wireless telecommunications infrastructure, including by way of example rather than limitation, cell towers, rooftop and alternative wireless structures ("Wireless Infrastructure"),

C. DCBC is the administrative and legislative body of Delaware County, Ohio, a political subdivision of the State of Ohio, with its main office located at 101 N. Sandusky St., Delaware, OH 43015, and

D. DCBC desires to retain CSC as a consultant to assist with the deployment of cellular and broadband wireless services within the county, on the terms and conditions hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants and provisions set forth herein, the parties agree as follows:

1. **Relationship of Parties.** DCBC hereby retains CSC and CSC hereby agrees to serve as a consultant to DCBC, upon the terms and conditions hereinafter set forth. CSC shall be an independent contractor and shall not be deemed an employee or member of a joint venture with DCBC. DCBC is hereby authorizing CSC to negotiate with certain third parties on DCBC's behalf, as described in Schedule A and as directed by DCBC from time to time. CSC shall have no right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, DCBC.

2. **Term.** Subject to Section 8 of this Agreement, the term during which CSC shall render services hereunder (the "Consulting Term") shall begin on the date hereof (the "Commencement Date") and continue in effect for three (3) years, unless terminated by either party. (the "Termination Date"). The parties may extend the Consulting Term on such terms and conditions upon which they shall mutually agree, provided any extension thereof shall be in accordance with the RFP.

3. **Scope of Services.** During the Consulting Term, CSC shall provide DCBC with the consulting and other services as described in **Schedule A**. This shall include such consulting services as DCBC may from time to time reasonably direct and CSC shall devote its best efforts to DCBC while performing the services. It is understood and agreed that CSC is free at all times to arrange the time and manner of performing the consulting services requested by DCBC, and they shall in no event require CSC to be active in the day-to-day operations of DCBC.

The scope of services to be provided by CSC is set forth in the attached **Schedule A**.

4. **Compensation.** Subject to the provisions of this Agreement, CSC shall be entitled to receive the following base fee and reimbursement of expenses:

(a) **Base Fee.** The Base Fee payable by DCBC to CSC is set forth in the attached **Schedule A**. The Base Fee will be charged on a time and materials basis for services actually performed by CSC. CSC shall submit monthly invoices to DCBC for the Base Fee charges, and any reimbursable expenses, incurred during the prior month based on the applicable rate set out in the **Schedule A**. DCBC shall pay all undisputed invoiced amounts within thirty (30) days from DCBC's receipt of the invoice. Each invoice shall be itemized as to hours worked (for Base Fee charges), tasks performed (in reasonable detail), expenses to be reimbursed, and any other charges.

Any other reasonable business expenses incurred by CSC in connection with the services must be approved in writing by DCBC in advance in order for them to be charged to DCBC. For such purpose, CSC shall submit to DCBC expenses, vouchers and reports of such expenses and other disbursements in accordance with the standard procedures of DCBC with respect to such items. DCBC shall pay all approved expenses owing to CSC hereunder within thirty (30) days after CSC has submitted to DCBC an itemized invoice for such expenses.

(b) **Taxes and Other.** CSC shall be responsible for all state and federal income and self-employment taxes, applicable insurance, including workers' compensation, and liability. DCBC is a tax exempt entity and will, upon CSC's request, provide to CSC a certificate of exemption evidencing such status that is acceptable to the relevant taxing authorities.

5. **Records and Files; Confidentiality; No Work for Hire as to Wireless Infrastructure.**

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(a) All books, records, ledgers, journals, drawings, reports, or other information relative to DCBC or its development plans ("DCBC Materials") shall at all times belong to and remain the property of DCBC. CSC will give or return to DCBC any and all property of DCBC, and all copies thereof, on whatever media they are contained, promptly after whichever one of the following occurs first: (i) DCBC requests it in writing; (ii) CSC completes the services described in **Schedule A**; or (iii) this Agreement expires or is terminated for any reason.

(b) CSC recognizes that, in the course of performance under this Agreement, it may obtain or have access to the Confidential Information of DCBC. "Confidential Information" means all information owned, possessed or used by DCBC which is not generally known to the public and that is either marked as "confidential" or "proprietary" or that CSC knows or should know is confidential (whether or not marked or identified as confidential or proprietary) based on the nature of the information or the circumstances of its disclosure. Confidential Information may be disclosed by DCBC to CSC orally, in writing, as a consequence of facilities visits or otherwise. DCBC's Confidential Information is hereby deemed to include, but is not limited to: (i) the terms and conditions of this Agreement; (ii) DCBC's intellectual property, including all trade secrets, embodied in or otherwise represented by the DCBC Materials or the Work Product; and (iii) all information regarding DCBC's business operations, finances, business plans, information technology networks, sales and marketing strategies and technical processes.

(c) Confidential Information does not include information which is: (i) in the public domain generally or becomes generally known through no fault of CSC; (ii) rightfully known to CSC without obligation of confidence prior to disclosure hereunder; (iii) lawfully obtained without obligation of confidence by CSC from a third party whose disclosure does not violate an obligation of confidence; (iv) required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (v) disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent and for the purpose of such order. If any disclosure is required under (iv) or (v) above, the party required to disclose shall notify the other party as is reasonable under the circumstances to afford such party a reasonable opportunity to resist the disclosure.

(d) CSC shall not, except as necessary to perform its obligations or exercise its rights under this Agreement or as otherwise expressly provided herein, disclose, communicate or divulge to another, or permit the disclosure, communication or divulgence to another, or use for CSC's own benefit or the benefit of another, any Confidential Information of DCBC. CSC will (i) secure and protect such Confidential Information by using a level of care consistent with the maintenance of its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care, (ii) disclose such Confidential Information only to its employees, agents and independent contractors with a need to know in connection with the purposes of this Agreement, and (iii) advise each of its employees, agents and independent contractors who have access to such Confidential Information of the terms of this Section 5. CSC shall be liable for any violation of the terms of this Section 5 resulting from the actions or omissions of its employees, agents or independent contractors

(e) CSC acknowledges and agrees that breach of this Section 5 may cause irreparable harm to the non-breaching party for which the award of money damages may be inadequate. CSC therefore agrees that, in the event of any breach or threatened breach of this Section 5, DCBC shall be entitled to seek injunctive relief, without the necessity of posting a bond or other security, in addition to seeking any other remedy provided in this Agreement or available at law.

(f) All reports, analysis, documentary deliverables, and other work developed, produced or created by CSC in the course of providing the services ("Work Product") hereunder shall be deemed to be a "work made for hire" under the United States copyright laws and all right, title and interest therein shall vest in NCH. To the extent any Work Product does not transfer to NCH as a "work made for hire", CSC hereby irrevocably assigns to DCBC all right, title and interest therein.

CSC does not convey nor does DCBC's obtain any ownership of materials proprietary to CSC and not developed under this Agreement that CSC may utilize or provide in performing the services ("CSC Materials"), including without limitation any of CSC's relationships and practices as to Wireless Infrastructure, all of which shall be the sole property of CSC for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws. To the extent that CSC Materials are incorporated in whole or in part into any Work Product or deliverable provided to DCBC hereunder, CSC grants to DCBC's and its successors and assigns a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right to use such CSC Materials for DCBC's business purposes as they are contained in the Work Product or deliverable and not on a stand-alone basis.

6. ***Warranties.*** CSC represents and warrants to DCBC that: (a) CSC has the full and unrestricted right, power and authority to enter into this Agreement and to perform its obligations in accordance with the terms of this Agreement; (b) CSC will perform the services in a good, workmanlike and professional manner in accordance with applicable industry standards, and (c) its performance of services hereunder will not violate any agreement, obligation or understanding to which CSC is a party.

7. ***Incorporation of RFP; Conflicts.*** The RFP is fully incorporated into this Agreement and shall be a part of this Agreement as if fully rewritten herein. To the extent that the terms, conditions, or provisions of this Agreement, excluding the RFP, shall be found to be inconsistent with or in conflict the RFP,

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the terms, conditions, and provisions of the RFP shall control.

8. **Binding Effect and Assignment.** This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall have the right to assign its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party. Any attempted assignment in violation of this Section shall be void ab initio and of no force or effect.

9. **Notices.** All notices, requests, demands and other communications made hereunder shall be in writing and shall be deemed duly given when personally delivered or sent by facsimile transmission, receipt confirmed, or by registered or certified mail, postage prepaid, as follows, or to such other address or person as any party may designate by notice to the other parties:

If to Consultant: Christopher Bland
Cell Site Capital, LLC
1491 Polaris Parkway
Columbus, OH 43240
1-888-813-5585

With copy to: Andrew Wecker, Esq.
Manos, Martin & Pergram Co., LPA
50 North Sandusky Street
Delaware, OH 43015
740-363-1313

If to Client:

With copies to:

10. **Waiver of Breach.** The waiver by either party of a breach of any condition of this Agreement by the other shall not be construed as a waiver of any subsequent breach by the other.

11. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Ohio, without regard to its conflicts of law principles. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts situated in the County of Delaware, in the State of Ohio, for the adjudication of any matter under this Agreement.

12. **Unenforceability.** If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, as the case may be, and this Agreement shall be construed, interpreted and enforced to the maximum extent permitted by law, as if such provision had been initially incorporated herein as so modified or restricted or as if such provision had not been initially incorporated herein, as the case may be, and any such modification or restriction shall not affect the validity of any other provision herein.

13. **Prior Agreements.** This Agreement amends and supplants any and all prior consulting or employment agreements between the parties hereto.

14. **Entire Agreement.** This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof and may only be modified or amended upon the written consent of the parties.

15. **Policies.** In performing services on-site at DCBC's facilities or accessing DCBC's information technology network, CSC shall at all times comply with DCBC's applicable network access, security, safety and workplace conduct policies that are provided or made available to CSC.

16. **Indemnification.** CSC will indemnify, defend and hold harmless Delaware County, its elected officials, employees and agents, including each of their respective successors, heirs and assigns (the "Indemnitees") from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) arising out of or related to any claim by a third party (a) that DCBC's use of any of the Work Products (including any CSC Materials incorporated therein) as authorized hereunder infringes or misappropriates any patent, copyright, trademark, trade secret or other proprietary right, or (b) regarding personal injury (including death) or property damage caused by the actions or omissions of CSC, its employees, representatives or agents. DCBC or the Indemnitee will promptly notify CSC in writing of any such claim, afford CSC sole control of the defense of any such claim and of all negotiations for its settlement or compromise (provided that CSC may not agree to any settlement that involves an admission of liability on the part of DCBC or the Indemnitee, or the imposition of non-monetary remedies with respect to DCBC or the Indemnitee, without DCBC's prior written consent), and DCBC and the Indemnitee will reasonably cooperate with CSC to facilitate the settlement or defense of such claim (at CSC's expense).

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17. **Debarment.** CSC hereby certifies that neither it nor any of its employees or agents performing any service under this Agreement are (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program sponsored by a federal, state, or local department or agency; or (b) under investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any federal, state, or local department or agency. CSC shall immediately notify DCBC upon any inquiry or commencement of any such proceeding, including the purported basis for any such action, and upon such notice, DCBC shall have the right to immediately terminate this Agreement.

18. **Compliance with Law.** Each party shall comply with all applicable federal, state, and local laws, rules, and regulations relating to it and its performance under this Agreement, and shall operate so that all licenses, permits, consents, and approvals are obtained and maintained from all governmental agencies that have jurisdiction over it.

19. **Limitation of Liability.** In no event shall either party be liable for any consequential damages, even if either party knew or should have known of the possibility thereof. The extent of either party's liability for direct damages under this Agreement shall be limited to the amount of work actually billed, invoiced and collected by CSC from DCBC under this Agreement. The foregoing limitations of liability shall not apply with respect to: (a) CSC's indemnity and defense obligations under this Agreement, (b) any breach of the confidentiality obligations under Section 5, or (c) fraud, gross negligence or willful misconduct.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

Schedule A

**Consultant's
Scope of Services
&
Compensation**

General Scope of Services

Subject to the terms and conditions of this Agreement, CSC shall gather, evaluate and advise the Delaware County Board of Commissioners with regard to wireless deployment and technology within the county. Major elements of the scope of work (the "Work") include the following:

Scope of Services –

Consulting

- Assist the County officials with zoning and permitting matters including current regulations, with the goal to maximize "dig-once" and "neutral hosting solutions" to serve multiple carriers from any one macro or micro tower, for the community benefits of both public safety and aesthetic concerns as well as facilitating private sector deployment of 5G technology.
- "Neutral hosting solutions" means that the county wants to promote co-location over proprietary sites in the hopes of reducing the overall number of macro and micro towers necessary to extend coverage and capacity.
- Assist the County officials with a long-term plan to address future wireless needs, with an emphasis on providing both even coverage and capacity in rural as well as more densely populated parts of the County, with an end goal of county-wide gigabit wireless service.
- Work with county officials, including the engineer's and prosecutor's offices, to develop policies to defend and assert the county's real property interests in ways that benefit from the drive by carriers to deploy 5G technology.

Compensation

a. **Base Fee:** The cost for the services will be \$6,000 (Six Thousand dollars) per month, due and payable within 30 days, upon receipt of a monthly invoice from CSC for the initial one year of the engagement. Thereafter, the monthly cost of services will be reduced to \$3,000 (Three Thousand Dollars) per month, unless terminated in writing by either party.

Option for Wireless Marketing Services

The parties mutually acknowledge and agree that the RFP also includes a request for services related to the marketing of wireless sites within Delaware County, specifically those sites owned by the County. At any time during the Consulting Term, the parties may enter into a separate Wireless Marketing Services Agreement for

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this purpose, provided such agreement is entered into in accordance with and subject to the terms and conditions of the RFP.

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

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RESOLUTION NO. 18-1325

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY LAW LIBRARY RESOURCES BOARD:

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

WHEREAS, the Delaware County Law Library Resources Board was established on July 1, 2009, pursuant to section 307.51, *et seq.*, of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners is responsible for the appointment of two members of the Delaware County Law Library Resources Board, pursuant to section 307.511 of the Revised Code; and

WHEREAS, Nanette Neidhardt’s term as a member of the Delaware County Law Library Resources Board expires on December 31, 2018, and William C. Curley has applied for appointment to the succeeding term;

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

Section 1. The Board of Commissioners hereby approves the appointment of William C. Curley as a member to the Delaware County Law Library Resources Board for a term commencing on January 1, 2019, and ending on December 31, 2023.

Section 2. The appointment approved herein shall take effect on January 1, 2019.

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

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RESOLUTION NO. 18-1326

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY CONVENTION AND VISITORS BUREAU:

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

WHEREAS, the Delaware County Convention & Visitors Bureau (“DCCVB”) is a corporation not for profit established and existing under Ohio laws and operates as the convention and visitors bureau within Delaware County in order to promote tourism and attract visitors and conventions to Delaware County; and

WHEREAS, pursuant to the DCCVB’s organizing documents, the Delaware County Board of Commissioners is entitled to appoint a representative to the DCCVB; and

WHEREAS, the term for Amy Tillinghast will expire on December 31, 2018, and Ms. Tillinghast has communicated a request to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the DCCVB;

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

Section 1. The Board of Commissioners hereby approves the re-appointment of Amy Tillinghast to the DCCVB for a term commencing January 1, 2019, and ending December 31, 2021.

Section 2. The Board of Commissioners hereby directs the Clerk of the Board to certify a copy of this Resolution to the DCCVB.

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

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**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 2018**

RESOLUTION NO. 18-1327

IN THE MATTER OF RE-ELECTING MEMBERS OF THE DELAWARE COUNTY VOLUNTEER PEACE OFFICERS' DEPENDENTS FUND BOARD:

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

WHEREAS, on April 7, 2016, the Delaware County Board of Commissioners adopted Resolution No. 16-324, establishing the Delaware County Volunteer Peace Officers' Dependents Fund Board, pursuant to section 143.02 of the Revised Code; and

WHEREAS, the Board of Commissioners shall elect two members to the Delaware County Volunteer Peace Officers' Dependents Fund Board each year not earlier than the first day of November and not later than the second Monday in December for terms that commence on the first day of January and that are for one year; and

WHEREAS, the terms of Sheriff Russ Martin and Brad Euans are expiring on December 31, 2018; and

WHEREAS, Sheriff Russ Martin and Brad Euans have applied for re-election to the Delaware County Volunteer Peace Officers' Dependents Fund Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby re-elects Sheriff Russ Martin and Brad Euans as members of the Delaware County Volunteer Peace Officers' Dependents Fund Board for terms of one year, commencing on January 1, 2019 and expiring on December 31, 2019.

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

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RESOLUTION NO. 18-1328

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

40311417-5328	DI Ruder #86 & Toot #98/Maintenance and Repair	25.00
40311449-5328	Havens #503 Drainage Improvement/Maintenance and Repair	2,198.50
40311450-5328	Ribov #620 Watershed/Maintenance and Repair	5,397.03
40311453-5328	Thomas #9 Watershed Drainage/Maintenance and Repair	1,802.84
40311454-5328	Francher Rd Watershed Drainage/Maintenance and Repair	1,571.13
40311455-5328	Webster Arnold Drainage Project/Maintenance and Repair	1,315.33
40311457-5328	Scott 604 Lateral 2/Maintenance and Repair	8,354.02
40311458-5328	Radnor Twp #2015-1/Maintenance and Repair	341.37
40311463-5328	Kingston Twp 2017-1/Maintenance and Repair	731.97
40311465-5328	Ruder East/Maintenance and Repair	410.18
40311466-5328	Ruder West/Maintenance and Repair	1,373.09
40311467-5328	Kingston Twp 2017-2/Maintenance and Repair	393.78
40311470-5328	English 346 Watershed/Maintenance and Repair	296.29

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

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DISCUSSION WITH COMMISSIONERS – EMS

Commissioner Lewis's motion to form a blue ribbon task force; died for lack of a second

Commissioner Lewis's motion to rescind Resolution 18-1315; died for lack of a second.

Commissioner Lewis's motion to form a county wide EMS task force; died for lack of a second.

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RESOLUTION NO. 18-

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 29, 2018**

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official.

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

RESOLUTION NO. 18-1330

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners