

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 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. 18-1423

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

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

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

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

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

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

**2**  
PUBLIC COMMENT  
Jackie Cox, speaking against item #9 (Rejecting all bids for the sale of the Old Jail...)

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 18-1424

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1226:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1226:

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

**5**  
RESOLUTION NO. 18-1425

**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 eight paramedic instructors attend an Emergency Pediatric Care class at Berlin Township Fire Department from January 7-8, 2019 at the cost of \$1,400.00 (fund number 10011303).

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

**6**  
RESOLUTION NO. 18-1426

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM TH MIDWEST INC. (DBA TURKEY HILL) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request from TH Midwest Inc. (DBA Turkey Hill) located at NE Corner of Polaris Parkway & Green Meadows Drive, Lewis Center, OH 43035; and



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solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

**2.3.** Trinity shall hire all employees necessary for the performance of this Agreement, including a Food Service Director to oversee the food service operations. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client, at its sole option, may refuse access to the Jail by any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

**2.3.1** All employees of Trinity shall be required to pass a criminal background check and pre-employment drug testing and all requirements of Trinity's drug free workplace policy at the cost of Trinity. All employees must pass any background checks conducted by the Client as well.

**2.3.2** All employees of Trinity entering the Jail are subject to search of their person and belongings.

**2.3.3** All Trinity employees assigned to duty on the Premises shall undergo a pre-employment medical examination and annual re-examinations. In addition, Trinity shall comply with any state or local regulations with regard to health or medical screens/exams requirements. Tuberculosis (TB) screening will be required upon employment and annually thereafter at the cost of the County. Written verification of the results of such examination shall be provided to the Delaware County Jail Medical Department within 7 days of its completion.

**2.4.** Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

**2.5.** All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

**2.6.** Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

**2.7.** Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

**2.8.** In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

**SECTION 3. CLIENT'S RESPONSIBILITIES**

**3.1.** Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor of no less than three (3) inmate workers for each meal service and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

**3.2.** Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do

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so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

**3.3.** Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity. Trinity staff, utilizing inmate labor, shall also supervise special routine deep cleaning of the kitchen areas once a week after hours.

**3.4.** Client will reimburse Trinity for all paper products required for services due to unusual events such as power or utility failures, lack of inmate labor, or facility emergencies.

**3.5.** Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries, for any food service position at the facility should the agency return to a County operated program.

**3.6.** Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

**SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

**SECTION 5. INDEMNIFICATION AND INSURANCE**

**5.1.** Trinity 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.

**5.2 Insurance.**

**A. 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 provided by all subcontractors, if any.

**B. 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.

**C. 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.

**D. 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.

**E. 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.

**SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on January 1, 2019, with two (2) additional one (1) year renewal periods which may be exercised by mutual consent of the parties.

**6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing one hundred eighty days (180) days prior to the proposed termination date. Trinity will be entitled to receive compensation for any service satisfactorily performed through the date of termination.

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**6.3** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within a reasonable period of time from such notice, the failure has not been corrected, the injured party may immediately cancel the Agreement.

**6.4.** Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

**SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

**SECTION 8. EXCUSED PERFORMANCE**

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

**SECTION 9. ASSIGNMENT**

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

**SECTION 10. ENTIRE AGREEMENT AND WAIVER**

This Agreement, the RFP and Trinity's Proposal constitute the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

**SECTION 11. NOTICES**

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Shelley Pfan  
Jail Director  
Delaware County Sheriff's Office  
844 US Rt. 42 N  
Delaware, OH 43015

If to Trinity: Trinity Services Group, Inc.  
Attn: Chief Operating Office

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477 Commerce Boulevard  
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.  
Attn: General Counsel  
1260 Andes Boulevard  
St. Louis, MO 63132

**SECTION 12. CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential (“Confidential Information”). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party’s Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

**SECTION 13. INFORMATION TECHNOLOGY SECURITY**

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client (“Non-Client Systems”), which may need to interface with or connect to Client’s networks, internet access, or information technology systems (“Client Systems”). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (“Data Protection Rules”). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity’s compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys’ fees) to the extent caused by the indemnifying party’s failure to comply with its obligations in this Section.

**SECTION 14. EXECUTION**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

**SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Ohio and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a “Dispute”) not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within Delaware County, Ohio.

**SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the

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Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

**Section 17. Additional Provisions**

**17.1. Campaign Finance – Compliance with RC § 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. Trinity 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 Contract will prohibit the Sheriff from entering, proceeding with, and/or performing the Contract.

**17.2. Certification for Findings for Recovery.**

By signature of its representative below, Trinity hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

\_\_\_\_\_  
Authorized Agent

**17.3. Independent Contractor Acknowledgement/No Contribution to OPERS.**

Sheriff 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 Trinity 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 Trinity 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 Contract. Trinity 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 Trinity is an individual or has less than five (5) employees, Trinity, 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 Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

\_\_\_\_\_  
Authorized Agent

**17.4. Non-discrimination.**

Trinity certifies and agrees as follows:

Trinity, all subcontractors, and/or any person acting on behalf of Trinity or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

Trinity, all subcontractors, and/or any person acting on behalf of Trinity or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

**17.5. Accessibility.**

Trinity certifies and agrees as follows:

Trinity, all subcontractors, and/or any person acting on behalf of Trinity or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.

Trinity, all subcontractors, and/or any person acting on behalf of Trinity or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

**17.6. Certification Regarding Personal Property Taxes.**

By signature of its representative below, Trinity hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties

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containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

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Authorized Agent

**17.7. Drug Free Environment.**

Trinity 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. Trinity shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**17.8. Prohibited Interests.**

Trinity 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.

**17.9. County Policies.**

Trinity shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Usage Policy, Social Media Policy, and Internet Use Policy. Copies of such policies can be found at <http://www.co.delaware.oh.us/index.php/policies>.

**17.10. Severability.**

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**17.11. Competitive Bidding.**

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract was competitively bid.

**17.12. Compensation, Contract Maximum, and Term.**

In exchange for the Services, Sheriff shall pay Trinity the amount set forth in Exhibit A. It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed Four Hundred and Forty Thousand Dollars (\$440,000.00) in year one and Four Hundred and Fifteen Thousand Dollars (\$415,000.00) in year two and year three. This contract shall be effective upon the date when the final party executes this contract. In the event the total sum appropriated in any contract year is exhausted prior to the expiration of that contract year, Trinity may refrain from providing services until such time as additional funds are allocated to compensate Trinity at the amounts set forth in Exhibit A.

**17.13. Taxes.**

Delaware County, Ohio is a political subdivision and tax exempt. Trinity shall not charge the Sheriff any tax and agrees to be responsible for all tax liability that accrues to Trinity as a result of this Contract and the Services that Trinity provides to the Sheriff pursuant to this Contract. Sheriff shall, upon request, provide Trinity with proof of exemption.

**EXHIBIT A**

**FINANCIAL ARRANGEMENTS**

**I. PRICE PER MEAL**

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices are fixed for the first two (2) years of this Agreement. For year three of the contract Trinity shall increase the then current pricing scale at each scale level by 2.5%. Thereafter, meal prices shall be adjusted annually, effective on the renewal date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract renewal date and shall be communicated to the Client not less than ten (10) days prior to the effective date of



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the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services’ control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services’ control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

**II. PAYMENT TERMS**

Trinity shall invoice Client each month, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client’s credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney’s fees, shall be chargeable to and paid by the Client.

**III. BASIS OF FINANCIAL TERMS**

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

**SCHEDULE 1  
MEAL PRICING SCALE**

**Delaware County Jail**

<u>Inmate Meals Served</u>			
<u>FROM</u>	<u>TO</u>		<u>PRICE</u>
160	-	169	\$1.796
170	-	179	\$1.725
180	-	189	\$1.663
190	-	199	\$1.607
200	-	209	\$1.557
210	-	219	\$1.511
220	-	229	\$1.470
230	-	239	\$1.436
240	-	249	\$1.406
250	-	259	\$1.377
260	-	269	\$1.351
270	-	279	\$1.327
280	-	289	\$1.303
290	-	299	\$1.282
300 and above			\$1.262

Pricing Notes:

1. Trinity will provide a Food Services Director and 3 Full time Cook Supervisors
2. Delaware County will provide 3 inmate workers in the kitchen during operating hours.
3. Trinity’s menu plan assumes a cold breakfast is served, thus reducing the operating hours of the kitchen each day. All lunch and dinner meals will be hot meals. The cold breakfast meal is distributed in the morning by Jail Staff using inmate labor. Meals will be stored in refrigeration in an area that will be easily accessible to Jail Staff.
4. Within our pricing, Trinity is providing an up-front investment of up to \$85,000.00 to be used for the purchase of food service related capital equipment. Subject to the language herein regarding

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termination prior to the expiration of the 3-year base term, these funds belong to the County for use during the period of the contract for the purchase of capital equipment for the food services operation. Any unused funds will be returned to the agency at the end of the 3-year base contract term. Should the contract end prior to the 3-year base term, the County agrees to reimburse Trinity for the unamortized value of any equipment purchased up to that point, and that any funds yet to be expended will remain the property of Trinity. The County is the approver of all purchases – Trinity will recommend the priority of items needed to support and/or improve operations, and the County will be the final approval of these purchases. The parties will cooperatively track all purchases and the account balance during the contract.

5. An upgraded Staff meal program will be provided at a cost of \$5.00. This will feature an enhanced menu plan. Should Staff elect to choose the regular inmate meal as their staff meal it can be charged at \$1.50 per meal.
6. The parties agree to implement the Trinity Takeout program no sooner than 6 months from the execution of this Agreement. The menu, pricing and service plan must be approved by the agency, and a commission return can be provided to the agency based on those agreed upon parameters.

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

**8**

**RESOLUTION NO. 18-1428**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND 2K GENERAL COMPANY, INC. FOR THE PROJECT KNOWN AS DELAWARE COUNTY JAIL ADJUSTMENT TO INTAKE PROCESS:**

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

**Delaware County Jail Adjustment to Intake Process  
Bid Opening of October 30, 2018**

WHEREAS, as the result of the above referenced bid opening, the Director of Facilities recommends that a bid award be made to 2K General Company, Inc., the lowest and best bidder for the project; and

WHEREAS, the Director of Facilities recommends approval of the Contract between the Delaware County Commissioners and 2K General Company, Inc. for the project known as Delaware County Jail Adjustment to Intake Process;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid for the project known as Delaware County Jail Adjustment to Intake Process to 2K General Company, Inc., and approves the following Contract:

**CONTRACT**

This Contract made by and between:

*2K General Company, Inc.  
19 Gruber Street Building B  
Delaware. OH 43015*

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”). “Contract Documents,” as used herein, shall mean collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Contract and Attachments, Bond, Bulletins, Shop Drawings, Contract Modifications, Contract Modification Procedure and Pricing Guidelines and Standard Conditions of the Contract (General and Special), which are, by this reference, fully incorporated herein.

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

*DELAWARE COUNTY JAIL  
Adjustment to Intake Process  
844 U.S. Route 42 North  
Delaware, Ohio 43015  
Bid Package 1 – General Contractor*

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**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$917,700.00 (the “Contract Price”), based upon the Bid Form, dated October 30<sup>th</sup>, 2018, submitted by the Contractor.

*Base Bid - \$888,000.00  
Alternate No. E-1 - \$22,200.00  
Alternate No. E-2 - \$7,500.00  
Total Contract Amount = \$917,700.00*

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

**ARTICLE 3**

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 155 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

**ARTICLE 4**

4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.

4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the

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Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. 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 which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Campaign Contributions Compliance with ORC § 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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/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 Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

#### ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

#### ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

**9**

#### **RESOLUTION NO. 18-1429**

**IN THE MATTER OF REJECTING ALL BIDS FOR THE SALE OF THE OLD JAIL, 20 WEST CENTRAL AVENUE, DELAWARE, OHIO 43015 AND AUTHORIZING THE DIRECTOR OF BUSINESS OPERATIONS AND FINANCIAL MANAGEMENT TO NEGOTIATE THE POTENTIAL TRANSFER OF COUNTY PROPERTY TO THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION:**

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

WHEREAS, on July 19, 2018, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 18-792, approving the legal notice for the sale of real property owned by the Board known as the Old Jail, 20 West Central Avenue, Delaware, Ohio 43015; and

WHEREAS, on September 6, 2018, the Board adopted Resolution No. 18-970, approving an addendum to the invitation to bid to include additional real property adjacent to the Old Jail; and

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WHEREAS, on October 31, 2018, sealed bids were received in response to the legal notice; and

WHEREAS, pursuant to the approved legal notice and section 307.10(A) of the Revised Code, the Board reserves the right to reject all bids; and

WHEREAS, pursuant to section 307.10(B) of the Revised Code, the Board may transfer real property in fee simple belonging to the county and not needed for public use to the county land reutilization corporation organized under Chapter 1724 of the Revised Code for public purposes upon the terms and in the manner that it may determine to be in the best interests of the county, without advertising for bids;

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

Section 1. The Board hereby rejects all bids received for the Old Jail and the additional real property adjacent to the Old Jail and directs the Director of Facilities to provide notice of this rejection to all bidders.

Section 2. The Board hereby authorizes the Director of Business Operations and Financial Management to enter into negotiations with the Delaware County Land Reutilization Corporation for the potential transfer of the Old Jail and/or the additional real property adjacent to the Old Jail to the Delaware County Land Reutilization Corporation. The authorization in this Section 2 shall be limited to negotiations and the development of a proposal for the Board’s consideration. Any transfer of county real property is subject to Board approval via subsequent resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**10**

**RESOLUTION NO. 18-1430**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR VINMAR VILLAGE SECTION 4:**

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 Vinmar Village Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Vinmar Village Section 4 for submittal to the Ohio EPA for their approval.

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

**Other business:**

**RESOLUTION 18-1431**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH SYNAGRO CENTRAL, LLC TO PROVIDE DEWATERING EQUIPMENT AND SERVICES AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Synagro Central, LLC to provide Dewatering Equipment and Services at the Olentangy Environmental Control Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Synagro Central, LLC.:

**SERVICES AGREEMENT**

This Agreement is made and entered into this 27<sup>th</sup> day of December, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Synagro Central, LLC, 435 Williams Court, Baltimore, Maryland, 21220 (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide “Services” in connection with the following “Project”:  
Synagro will provide dewatering press, pumps, and labor for biosolids handling at the Olentangy

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Environmental Control Center (OECC) located at 10333 Olentangy River Rd, Powell, Ohio 43065

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 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Materials Management Agreement (referred to herein as "Exhibit A")

**2 SUPERVISION OF WORK**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer 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 Exhibit A.

4.2 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000) 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 PAYMENT**

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

5.2 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.

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

**6 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**

6.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work in accordance with the Proposal.

6.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.

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

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

7.1 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 Work, as ordered by the County.

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

**8 MISCELLANEOUS TERMS AND CONDITIONS**

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- 8.1 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.
  
- 8.2 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.**
  
- 8.3 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.
  
- 8.4 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.
  
- 8.5 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
  
- 8.6 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 work 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.
  
- 8.7 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
  
- 8.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work 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 work 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 work 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                      Mr. Benton                      Aye                      Mr. Merrell                      Aye                      Mrs. Lewis                      Aye

**11**  
**RESOLUTION NO. 18-1432**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR BERLIN MANOR SECTION 1; LIBERTY GREEN DEVELOPMENT; AND SUMMERWOOD LAKES SECTION 2:**

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

Whereas, the construction of new sanitary sewers at Berlin Manor Section 1, Liberty Green Development, and Summerwood Lakes Section 2 have been completed to meet Delaware County Sewer District requirements; and

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

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

<b>Berlin Manor Section 1</b>	3260’ of 8- inch sewer 17 ea- Manholes	\$227,561.00 \$ 83,100.00
<b>Liberty Green Development</b>	794’ of 8-inch sewer 7 ea. Manholes	\$41,558.66 \$ 7,453.35
<b>Summerwood Lakes Section 2</b>	366’ of 8-inch sewer 1433’ of 10-inch sewer 10 ea. Manholes	\$ 51,107.80 \$192,262.65 \$ 24,499.90

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

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

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

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

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

**12**  
**RESOLUTION NO. 18-1433**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE METROPOLITAN HOUSING AUTHORITY:**

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

WHEREAS, in December 1988, the Delaware Metropolitan Housing Authority was established, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners is responsible for making certain appointments to the Delaware Metropolitan Housing Authority;

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

Section 1. The Board of Commissioners hereby approves the appointment of Shelia Hiddleston as a member to the Delaware Metropolitan Housing Authority for the unexpired term ending February 22, 2021.

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

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

**13**  
**RESOLUTION NO. 18-1434**

**IN THE MATTER OF ESTABLISHING NEW ORGANIZATION KEYS, APPROVING THE REPAYMENT OF ADVANCES, NEW ADVANCES TO CARRYOVER TO 2019, SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF APPROPRIATIONS, TRANSFER OF FUNDS AND CARRYOVER CURRENT ADVANCES TO 2019:**

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





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waive the conflicts;

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

Section 1. The Board recognizes the existence of the potential conflicts of interest and acknowledges that the above described conflict of interest has been fully explained. The Board fully understands the conflicts of interest, and all questions that the Board may have about the conflicts of interest have been fully answered to the Board's satisfaction. By giving informed consent and waiving the conflicts of interest the Board acknowledges and understands that Frost Brown Todd, LLC, will simultaneously act as legal advisor to the Board and the other identified client. The Board recognizes and understands that this Informed Consent and Waiver may be immediately withdrawn by the Board at any time by giving written notice signed by the Board stating that this Informed Consent and Waiver is withdrawn. Based on the foregoing, the Board approves the conflict waiver, dated December 13, 2018, a copy of which is on file with the Clerk, and authorizes the President of the Board to execute the waiver on behalf of the Board.

Section 2. The Clerk is hereby directed to certify a copy of this Resolution to Frost Brown Todd, LLC.

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

**15**

**BRAD LUTZ, DIRECTOR OF BUSINESS OPERATIONS AND FINANCIAL MANAGEMENT  
PRESENTATION/DISCUSSION: UPDATE REGARDING THE LEASING OF VEHICLES  
THROUGH ENTERPRISE AS COMPARED TO PURCHASING THE VEHICLES**

**16**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-No reports

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

-Happy New Year to everyone.

Commissioner Benton

-Richland County Commissioner Marilyn John and I will be joining the CEBCO board.

-Would like to wish Oklahoma the best of luck in Saturday's game.

-Best of luck to the Buckeye's on the New Year's Day game.

Commissioner Merrell

-Looking forward to 2019.

**18**

**RESOLUTION NO. 18-1436**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND  
FOR CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official and for 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. 18-1437**

**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

Commissioner Lewis’s motion to rescinding Resolution No. 18-1315 (Authorizing The County Administrator To Present An EMS Proposal For Liberty Township To The Liberty Township Board Of Trustees) From November 26, 2018 died for lack of a second.

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners