

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

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

**Present:**  
**Barb Lewis, President**  
**Gary Merrell, Commissioner**

**Absent:**  
**Jeff Benton, Vice President**

**1**  
**RESOLUTION NO. 19-25**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 10, 2019:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 10, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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	Absent
----------------	-------------	-----	------------	-----	------------	--------

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**JOYCE BOWENS, DIRECTOR DELAWARE COUNTY CSEA  
 DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY RECOGNIZED  
 FOR CONTRIBUTIONS TO THE OHIO CHILD SUPPORT PROGRAM**

**5**  
**RESOLUTION NO. 19-26**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0111:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR01111, memo transfers in batch numbers MTAPR0111 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R1900108	POGGEMEYER DESIGN GROUP INC	CDBG PY18 ADMINISTRATION & FAIR HOUSING PROGRAM	23011703 - 5365	\$ 35,000.00
R1900109	CELL SITE CAPITAL LLC	CELLULAR SITE PLAN DEVELOPMENT AND ADMINISTRATION	21011113 - 5301	\$ 72,000.00
R1900112	PNC BANK	SUPPLIES FOR 2019	21011113 - 5200	\$ 2,000.00
R1900112	PNC BANK	PC CHARGES FOR SERVICE 2019	21011113 - 5300	\$ 15,000.00
R1900114	SQUIRE PATTON BOGGS (US) LLP	LEGAL SERVICES FOR ECONOMIC DEVELOPMENT	21011113 - 5361	\$ 10,000.00
R1900215	DELAWARE COUNTY FOUNDATION	DELAWARE COUNTY CONTRIBUTION TO 23 CORRIDOR STUDY	21011113 - 5301	\$ 40,000.00
R1900222	LAMB,ROBERT R	2019 MILEAGE	21011113 - 5309	\$ 500.00
R1900222	LAMB,ROBERT R	2019 HOTEL, PARKING, MEALS, AIRFARE	21011113 - 5310	\$ 4,000.00

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

R1900222	LAMB,ROBERT R	2019 REIMBURSEMENT FOR BUSINESS MEALS	21011116 - 5382	\$ 2,000.00		
R1900222	LAMB,ROBERT R	REFRESHMENTS	21011113 - 5294	\$ 900.00		
R1900233	MONTROSE DEVELOPMENT ADVISORS LLC	SERVICES FOR ECONOMIC DEVELOPMENT AND DELAWARE	21011113 - 5301	\$ 19,920.68		
R1900236	OHIO WESLEYAN UNIVERSITY	DELAWARE ENTREPRENEURIAL CENTER 2018 CONTRIBUTION	21011113 - 5365	\$ 50,000.00		
R1900321	DELAWARE COUNTY ENGINEER	FAC.40% SHARE UTILITIES CHANNING ST	10011105 - 5338	\$ 26,500.00		
R1900759	NCL OF WISCONSIN INC	LAB SUPPLIES - RSD	66211900 - 5201	\$ 13,000.00		
R1900945	MS CONSULTANTS INC	SCIOTO RESERVE AND TARTAN FIELDS	66611900 - 5410	\$384,000.00		
R1900954	ALLIED TECHNICAL SERVICE INC	REPAIR OF TWO GATE VALVES AT ACWRF AND BYPASS	66211900 - 5328	\$ 25,000.00		
R1900962	DLZ OHIO INC	SERVICES	66211900 - 5301	\$ 25,000.00		
R1901021	HARRIS INDUSTRIAL SERVICES LLC	MIXER REPAIRS	66211900 - 5328	\$ 10,000.00		
R1901310	AECOM TECH SERVICES INC	DESIGN DOCUMENT REVIEW FOR CHESHIRE, PEACHBLOW,	66711900 - 5410	\$ 6,000.00		
R1901347	DECKER CONSTRUCTION CO INC	CURB & SIDEWALK REPLACEMENT PROJECT - CHANGE ORDER	40111402 - 5410	\$ 8,861.63		
R1901381	ENDICOTT MICROFILM INC	MAINTENANCE CONTRACTS FOR ONE KODAK PROSTAR	10011103 - 5325	\$ 9,389.00		
R1901396	LIBERTY TWP FIRE DEPT	EMS RUNS	10011303 - 5345	\$315,000.00		
R1901412	JANTON CO	JANITORIAL SUPPLIES - RSD	66211900 - 5201	\$ 10,000.00		
R1901416	EPS	VR SERVER FOR VIDEO RECORDS	40111402 - 5450	\$ 25,167.23		
Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Absent

**6  
RESOLUTION NO. 18-27**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE LICKING COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, REGARDING RECIPROCAL INMATE HOUSING:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the following Contract between the Licking County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the following Contract between the Licking County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing:

**CONTRACT FOR RECIPROCAL INMATE HOUSING**

**Section 1 - Parties to the Agreement**

This Agreement is made and entered into this 14<sup>th</sup> day of January, 2019 by and between the Delaware County Board of Commissioners, and Licking County Board of Commissioners, (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

**Section 2 - Purpose**

The Parties to this agreement wish to contract for the housing of inmates, from time to time, in the other Party's jail facilities. The Party that needs to house an inmate in the other Party's jail shall be referred to as the Sending County. The Party that receives the inmate shall be referred to as the Receiving County.

**Section 3 - Contract Administrator**

Receiving County hereby designates the Receiving County Administrator of Corrections and Court Services or

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

Jail Administrator, subject to the direction of the Receiving County Sheriff, as Administrator and agent of Receiving County for purposes of this Agreement, including commencement and suspension thereof.

**Section 4- Scope**

Sending County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates or due to certain circumstances is unable to house a particular inmate. Receiving County and Sending County desire that Receiving County provide jail services to Sending County and have Sending County's inmates incarcerated and cared for in the Receiving County Jail for such periods as may be directed by the Courts and/or Sending County.

Receiving County will receive and care for, at the Receiving County Jail, all inmates referred by Sending County for such length of time as said inmates respectively may be committed by the court of competent jurisdiction, subject to the provisions of this Agreement. Receiving County's acceptance of inmates is also subject to available space within the Receiving County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of inmates accepted by Receiving County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Receiving County Jail s adopted by the Sheriff of Receiving County, Ohio.

Upon delivery to the Receiving County Jail by Sending County of its inmates, along with proper commitment papers, Receiving County shall accept and receive said inmates for incarceration therein, provided however, that this Agreement imposes no obligation upon Receiving County to accept any or all such inmates tendered by Sending County for incarceration in the Receiving County Jail when, at the discretion of the Sheriff of Receiving County, an inmate is refused in accordance with this Agreement. It shall be the obligation of Sending County to telephone or otherwise contact the Sheriff of Receiving County, Ohio, before delivery of Sending County's inmates to ascertain that the same will be accepted for incarceration within the Receiving County Jail. Sending County will also notify Receiving County of an estimated time of arrival.

Sending County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Receiving County Jail as prescribed by the Receiving County Sheriff, Receiving County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Receiving County Jail.

Sending County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Sending County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Sending County agrees to assume sole responsibility for adhering to all relevant law and procedure. Regarding a foreign national's rights, if any, under a treaty or federal law.

**Section 5 - Transportation Expenses**

Persons imprisoned by Sending County or arrested and brought to the Receiving County Jail for incarceration shall be escorted and transported by Sending County, at Sending County's sole expense, to the Receiving County Jail. In no event shall Receiving County transport Sending County's inmates outside Receiving County's jurisdiction. When the destination of Sending County's inmate transportation is outside Receiving County, Sending County shall arrange, at Sending County's sole expense, transportation of said inmate to and from the Receiving County Jail.

**Section 6 - Confinement Expenses**

Sending County shall be invoiced monthly by the Receiving County Sheriff, for each person confined in the Receiving County Jail pursuant to this Agreement, as follows: for inmates housed in Delaware County the sum of \$65.00 per inmate day during the inmate's confinement and for inmates housed in Licking County the sum of \$50.00 per inmate day during the inmate's confinement. "Inmate day" is any one calendar day, or any part thereof, separately computed for each of Sending County's inmates, during which said inmate is actually subject to the care, control, custody, and supervision of the Sheriff of Receiving County, Ohio, or any of his agents or employees.

The Parties agree that Receiving County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Receiving County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Receiving County Sheriff shall prepare and submit to Sending County, monthly, a statement specifying all obligations for payment required of Sending County. Sending County shall pay unto Receiving County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Receiving County shall refund to Sending County any amount overpaid as specified in such statements within thirty (30)

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

days of the statement.

Notwithstanding any term of this Agreement, Receiving County may require inmate reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of setoff to Sending County.

**Section 7 - Care Expenses**

Sending County shall pay all sums expended for or incurred in the name of Receiving County for any and all medical, dental, or hospital treatments (inpatient or outpatient) necessary for the care of Sending County's inmates while such inmates are in the custody and control of Receiving County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Receiving County shall notify Sending County when the fact is known or as soon thereafter as possible. If the inmate requires hospitalization under guard, they will be booked out of jail into the custody of Sending County, and Sending County shall provide their own security.

In case of the death of an inmate, Receiving County shall not be liable for any costs or expenses related to the inmate's death. Sending County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

**Section 8 - Habeas Corpus Expenses**

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Sending County, or such other counsel Sending County may retain, shall provide legal counsel in habeas case filed in state court. Sending County shall give notice to Receiving County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Sending County to give such notice, to file an answer, or otherwise defend the matter shall entitle Receiving County to act instead of Sending County. All reasonable and necessary expenses incurred by Receiving County in any habeas corpus proceedings for any of Sending County's inmates shall be paid by Sending County unless otherwise paid by said inmate, or by someone on the inmate's behalf. The Parties agree that the Receiving County Prosecuting Attorney's hourly rate for performing this work on behalf of the other Party's County is \$100.00.

**Section 9 – Liability**

Receiving County shall be liable for escapes or other neglect of duty in relation to the inmate, as in other cases, and neither the Sending County's sheriff nor any of the Sending County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the inmate while the inmate is in the custody of Receiving County. The Parties agree that under R.C. 341.18 Receiving County shall have a right of action against Sending County for damages to the Receiving County Jail or other Receiving County property done by any inmate confined pursuant to this Agreement. Sending County shall not be required to reimburse Receiving County for ordinary wear and tear of Receiving County property occurring during confinement of Sending County's inmates pursuant to this Agreement.

**Section 10 - Right to Refuse Inmates**

Receiving County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Receiving County Sheriff shall not commit inmates suffering from any communicable, contagious, infectious or venereal disease. Should any inmate committed by Sending County develop or contract any such disease while detained at Receiving County Jail, or having received any inmate so affected, without knowledge thereof upon discovery of such condition in any inmate thereafter, Receiving County may refuse to keep such inmates. Upon such refusal to keep said inmate, Receiving County shall immediately notify Sending County or Sending County's Sheriff's Office and advise of same. Upon notification provided herein, Sending County shall, at its own expense, promptly remove or cause to be removed such inmate from the Receiving County Jail.

Receiving County shall not receive or allow to remain any pregnant inmates in the Receiving County Jail. Receiving County further reserves the right to reject or return any and all inmates committed to the Receiving Jail, when, in the sole discretion of Receiving County, the Receiving County Sheriff, or his employees, agents, or assigns determine that the conditions of said Receiving County Jail and its inmates are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

**Section 11-Term of Agreement**

This Agreement shall commence on the date recited first herein and continue in force until November 1, 2019, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Receiving County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to inmates

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

incarcerated at the time notice of termination is given to the other Party.  
Section 12 - Miscellaneous Terms & Conditions

12.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Receiving County and Sending County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

12.2 **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 Receiving County, Ohio.

12.3 **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.

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

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

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

**7**

**RESOLUTION NO. 19-28**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

**Transfer of Funds**

<b>From</b>	<b>To</b>	
22311611-5801	22411603-4601	31,092.11
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenues	
22511607-5801	22411604-4601	235,965.95
Children Services Fund/Transfers	JFS Child Protection/Interfund Revenues	

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

**8**

**RESOLUTION NO. 19-29**

**IN THE MATTER OF APPROVING THE CONTRACT AND ACCOMPANYING FIRST AMENDMENT THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND QUALITY CARE RESIDENTIAL HOMES, INC.:**

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment with Quality Care Residential Homes, Inc;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the following contract amendment for a Child Care Placement provider with Quality Care Residential Homes, Inc:

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT**

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

**BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND  
QUALITY CARE RESIDENTIAL HOMES, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement between Delaware County Department of Job and Family Services (“Agency”) and Quality Care Residential Homes, Inc. (“Provider”) (“First Amendment”) is entered into this January 14, 2019.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 01/14/2019 through 06/30/2020 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for one (1) additional one (1) year term not to exceed three (3) years.
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. S.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. T.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is [sandy.honigford@jfs.ohio.gov](mailto:sandy.honigford@jfs.ohio.gov) and Mr. Steven Sikora, Fiscal Supervisor, whose email address is [steven.sikora@jfs.ohio.gov](mailto:steven.sikora@jfs.ohio.gov). Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019

(\$100,000.00) coverage in legal liability fire damage.

**J. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

**K. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

**SECTION 2 – Added Terms and Conditions**

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

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

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

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

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

**Section 3 - Miscellaneous**

- A. Exhibits to Agreement.**
  - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
  - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
  - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
  
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
  - 1. OPERS Independent Contractor/Worker Acknowledgement.
  - 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.
  
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

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

**E. Signatures.**

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

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

**9  
RESOLUTION NO. 19-30**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR DESERET II SUBDIVISION, LOT 4174, DIVISION 1; THE COTTAGES AT HYATTS, A RESUBDIVISION OF LOT 6798 OF THE SCIOTO RESERVE EXPANSION SECTION 1, PHASE B; AND SYCAMORE TRAIL:**

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

**Deseret II Subdivision, Lot 4174, Division 1**

Whereas, Coppertree Homes has submitted the Plat of Subdivision (“Plat”) for Deseret II Subdivision, Lot 4174, Division 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 31, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 26, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 8, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on December 18, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 21, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Deseret II Subdivision, Lot 4174, Division 1

**Deseret II Subdivision, Lot 4174, Division 1**

Situate in the State of Ohio, County of Delaware, Township of Liberty, part of Farm Lot 20, Section 1 and Farm Lot 41, Section 4, Township 3, Range 19, United States Military Lands, being 6.449 acres out of Lot 4174 in “Deseret II Subdivision” as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 2, Slide 273-273A, and said 6.449 acres being the same tract as conveyed to Deseret Homeowners Association, Inc., an Ohio not-for-profit corporation, by deed of record in Book 1047, Page 2673, Record of the Recorder’s Office, Delaware County Ohio. Cost: \$3.

**The Cottages at Hyatts, a Resubdivision of Lot 6798 of Scioto Reserve Expansion Section 1, Phase B**

Whereas, Cottages at Hyatts, LLC has submitted the Plat of Subdivision (“Plat”) for The Cottages at Hyatts, a Resubdivision of Lot 6798 of the Scioto Reserve Expansion Section 1, Phase B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 20, 2018; and



COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019

---

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 15, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 20, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 20, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 21, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Cottages at Hyatts, a Resubdivision of the Scioto Reserve Expansion, Section 1, Phase B

**The Cottages at Hyatts, a Resubdivision of Lot 6798 of the Scioto Reserve Expansion Section 1, Phase B**

Situated in the State of Ohio, County of Delaware, Township of Concord, Farm Lot 40, Section 3, Township 4, Range 19, United States Military District and being all of Lot 6798 of the Scioto Reserve Expansion Section 1, Phase B of record in O.R.V. 721, PG 2678-2686, as conveyed to Cottages at Hyatts, LLC or record in O.R.V. 1581, PG. 1307, all references refer to the Recorder’s Office, Delaware County, Ohio. Cost: \$171.

**Sycamore Trail**

Whereas, TBD Ventures, LLC has submitted the Plat of Subdivision (“Plat”) for Sycamore Trail, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 20, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on November 20, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 20, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 26, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 21, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sycamore Trail

**Sycamore Trail**

Situated in the Township of Berlin, County of Delaware, State of Ohio, being a part of Farm Lot 32, Section 1, Township 4, Range 18, United States Military Lands and being 21.294 acres of land (21.285 deed) as described in a deed to James Property Management, Ltd., of record in Official Record 402, Page 902, Recorder’s Office, Delaware County, Ohio. Cost: \$54.

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

**10  
RESOLUTION NO. 19-31**

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now, Therefore, Be It Resolved, that the following permits are hereby approved by the Board of Delaware County Commissioners:

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

Permit #	Applicant	Location	Type of Work
U19-003	Consumers Gas Cooperative	Various Roads	Provide single customer service for 2019
U19-004	Spectrum	Orange Point Dr.	Place buried cable in ROW
U19-005	Del-Co Water	Worthington Road	Road bore & install waterline

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

**11**

**RESOLUTION NO. 19-32**

**IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP, ATTORNEYS AT LAW:**

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

WHEREAS, the Deputy County Administrator recommends approval of the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law:

**CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO**

**THIS AGREEMENT**, made this 14<sup>th</sup> day of January, 2019, by and between the Delaware County Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

**WHEREAS**, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

**WHEREAS**, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

**WHEREAS**, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

**WHEREAS**, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows.

**ARTICLE I      SCOPE OF WORK**

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

**ARTICLE II      CONSIDERATION AND TERM OF CONTRACT**

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred ninety-five dollars (\$195) per hour for all time expended by attorneys on behalf of the County and eighty-five dollars (\$85) per hour for all time expended by the Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning January 1, 2019 and ending December 31, 2019. Beginning January 1, 2020 and ending December 31, 2021, the compensation of the Attorneys shall be on the basis of an hourly rate of two hundred dollars (\$200) per hour for all time expended by attorneys on behalf of the County and eighty-five dollars (\$85) per hour for all time expended by the Law Clerks/Paralegals on behalf of the County. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

### **ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION**

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

### **ARTICLE IV NON-DISCRIMINATION**

The attorneys shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. The attorneys shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event the attorneys are determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and attorneys may be declared ineligible for future contracts with the County.

### **ARTICLE V PROFESSIONAL LIABILITY INSURANCE**

Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement.

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019

ARTICLE VI INDEMNITY

To the fullest extent permitted by law, the attorneys shall indemnify, save and hold the County, 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 attorney's performance of this contract. The attorneys shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County 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 attorneys shall at any time be considered an agent or employee of the County, except as expressly set out in this Contract.

The attorneys shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The attorneys will also provide proof of coverage by the Bureau of Workers Compensation upon request.

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

12

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Received an email from Andy Miller, Superintendent of Buckeye Valley Schools, thanking Duane Matlack and Andrew Shorter for being a big help with the progression of the addition of the new building.

13

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

-Bob Horrocks, Executive Director of SourcePoint, will retire this year.

Commissioner Lewis

-Mike DeWine took the Oath of Office at his home at midnight this morning. He issued six executive orders shortly thereafter: Creating the RecoveryOhio Initiative, Creating the Children’s Initiative, Establishing Ohio as a Disability Inclusion State and Model Employer of Individuals with Disabilities, Elevating Foster Care Priorities in Ohio, Anti-Discrimination Policy in State Government and Elevating Prevention within the Department of Mental Health and Addiction Services.

-Would like to wish the newly elected officials well.

14

RESOLUTION NO. 19-33

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISCIPLINE OF A PUBLIC EMPLOYEE OF PUBLIC OFFICIAL AND FOR PENDING LITIGATION:

It was moved by Mr. Merrell, 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

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 discipline of a public employee of public official and for pending litigation.

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

RESOLUTION NO. 19-34

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2019**

---

---

Gary Merrell

---

Barb Lewis

---

Jeff Benton

---

Jennifer Walraven, Clerk to the Commissioners