

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 24, 2019**

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

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

**9:45 A.M. Public Hearing #1 For Consideration Of Levying The Tax Upon Motor Vehicle Registrations Authorized Under Ohio Revised Code Section 4504.24**

**1  
RESOLUTION NO. 19-44**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 17, 2019:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 17, 2019; and

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

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

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

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 19-45**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0123 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0123:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0123, memo transfers in batch numbers MTAPR0123 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R1900018	COMPANAGEMENT INC	WORKERS' COMP MONTHLY CLAIMS ACTIVITY	61311923 - 5370	\$300,000.00
R1900188	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE AT MEDIC STATIONS	10011303 - 5338	\$ 20,000.00
R1901524	PRIME AE GROUP INC	SANITARY SEWER IMPROVEMENTS PROJECT	66711900 - 5415	\$ 50,000.00
R1901526	GLAUS PYLE SCHOMER BURNS & DEHAVEN INC	SANITARY SEWER IMPROVEMENTS PROJECT	66711900 - 5415	\$ 49,961.00
R1901558	PNC BANK	BWC WORKERS' COMP PREMIUM PAID WITH P CARD	61311923 - 5300	\$ 30,000.00
R1901629	FACILITIES	VEHICLE FUEL MOWERS	66211900 - 5228	\$100,000.00
R1901629	FACILITIES	VEHICLE REPAIRS	66211900 - 5328	\$ 7,000.00
R1901713	STANLEY CONVERGENT SECURITY SOLUTIONS	JAIL VIDEO SYSTEM	41711436 - 5450	\$252,370.00
R1901730	TREASURER,DELAWARE COUNTY	PROPERTY TAXES CAUV RECOUPMENT- 1ST HALF 2018-	66711900 - 5380	\$ 14,057.73
R1901736	ENVIRONMENTAL COMFORT LLC	REPLACEMENT UPS BATTERIES FOR 10 TOWER SITES	21411306 - 5410	\$ 88,000.00

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

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**4****RESOLUTION NO. 19-46****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Economic Development Department is requesting that the Economic Development Coordinator attend OEDA Committee Meeting throughout 2019 at the cost of \$130.00 (fund number 2101113).

The Economic Development Department is requesting that Jenna Goehring attend a Groundhog Day Economic Forecast Breakfast in Gahanna, Ohio at the cost of \$11.20 (fund number 2101113).

The Commissioners' Office is requesting that Tiffany Maag and Bob Lamb attend the Delaware Area Chamber Annual Dinner at the Hilton Polaris on February 4, 2019 at the cost of \$150.00 (fund number 10011101).

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

**5****RESOLUTION NO. 19-47****IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF DECEMBER 2018:**

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the Treasurer's Report for the month of December 2018.

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

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

**6****RESOLUTION NO. 19-48****IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE RUDER WEST DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

WHEREAS, on July 31, 2006 the Board adopted Resolution No. 06-974, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Ruder #86 and Toot #98 Watershed Drainage Improvement Petition Project; and

WHEREAS, on December 20, 2017 Jeff and Margaret Steen filed an amendment application requesting that the Ruder West portion of the project be heard separately from the remainder of the project due to the outlet being separate from the other outlets ("Steen Application"); and

WHEREAS, the Board on April 12, 2018, adopted Resolution No. 18-407 directing the Delaware County Engineer to proceed with the preparation of plans, reports and schedules for The Ruder West "Steen Application" Drainage Improvement Project; and

WHEREAS, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Ruder West Drainage Improvement Petition Project are finalized for their review and consideration;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware have fixed **Thursday March 7, 2019, at 10:00A.M.** at the Commissioners' Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**7****RESOLUTION NO. 19-49****IN THE MATTER OF APPROVING THE CONTRACTS AND ACCOMPANYING FIRST AMENDMENTS TO THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND PROVIDERS THE BAIR FOUNDATION AND ISAIAH'S PLACE, INC.:**

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It was moved by Mr. Merrell, seconded by Mr. Benton 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 contracts, and accompanying First Amendments, with providers The Bair Foundation and Isaiah's Place, Inc.;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the following contracts, and accompanying First Amendments, for Child Care Placement providers with providers The Bair Foundation and Isaiah's Place, Inc.:

**The Bair Foundation**  
**665 East Dublin Granville Road, Suite 290**  
**Columbus, Ohio 43229**

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

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 The Bair Foundation ("Provider") ("First Amendment") is entered into this 24<sup>th</sup> day of January, 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 02/01/2019 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

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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 (\$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

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- 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.
- 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.

**ISAIAH’S PLACE, INC  
1100 Wayne Street, Suite 3400  
Troy, Ohio 45373**

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND ISAIAH’S PLACE, 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 Isaiah’s Place, Inc. (“Provider”) (“First Amendment”) is entered into this 24<sup>th</sup> day of January, 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 02/03/2019 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.

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- 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 (\$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

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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 is 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.
- 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            Mr. Benton      Aye      Mr. Merrell      Aye      Mrs. Lewis      Aye

**8  
RESOLUTION NO. 19-50**

**IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

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

WHEREAS, the Delaware County Department of Job and Family Services has received multiple donations to be given to parent/adult caregivers and their children as well as seniors; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, household items, gift cards, wrapping paper, kitchen supplies, bath supplies, blankets, quilts, stuffed animals, etc.; and

WHEREAS, these donations, along with the donations of other area businesses, agencies, and area residents

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provided Christmas to 100 adults and 250 children and youth; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

New Hope Church of Powell:	\$ 5,000.00
United Way of Delaware County:	\$10,000.00
Journey Church of Delaware:	\$ 2,080.00
My Very Own Blanket, Westerville:	\$ 1,400.00
Liberty Presbyterian Church:	\$12,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$30,480 to the Delaware County Department of Job and Family Services and thanks to New Hope Church of Powell, United Way of Delaware County, Journey Church of Delaware, My Very Own Blanket and Liberty Presbyterian Church for their thoughtful generosity and commitment to the children, families, and seniors of Delaware County.

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

**9  
RESOLUTION NO. 19-51**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:**

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

<b>Transfer of Appropriations</b>		
<b>From</b>	<b>To</b>	
2101113-5301	2101113-5601	40,000.00
Economic Development/Contracted Professional Services	Economic Development/Grants-In-Aid	
2101113-5365	2101113-5601	50,000.00
Economic Development/Grant Related Services	Economic Development/Grants-In-Aid	

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

**10  
RESOLUTION NO. 19-52**

**IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT REGARDING THE ENERGY PURCHASING PROGRAMS OF THE CCAO SERVICE CORPORATION:**

It was moved by Mr. Merrell, seconded by Mr. Benton approve the following:

Whereas, the Director of Facilities recommends approval of the participation agreement regarding the various Energy Purchasing Programs of the CCAO Service Corporation;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the participation agreement with the CCOA Service Corporation regarding the energy purchase programs of the CCAO Service Corporation ("CCAOSC"):

**PARTICIPATION AGREEMENT REGARDING  
ENERGY PURCHASING PROGRAMS  
OF THE  
CCAOSC SERVICE CORPORATION**

This Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of January 24, 2019, among the CCAO Service Corporation ("CCAOSC"), an Ohio for-profit corporation, the County of Delaware, a political subdivision of the State of Ohio ("Delaware County"), CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc. (the "Manager").

**Recitals**

A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, has established a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing



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competitively priced energy supplies through various energy purchasing programs (the "Program" or "Programs") under contractual terms favorable to Participants.

B. Delaware County is an Ohio county which is a member of CCAO and wishes to participate in the Program.

C. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program. The Manager is a subsidiary of Palmer Energy Company, Toledo, Ohio.

D. CCAOSC and Delaware County agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's energy purchasing Programs.

NOW, THEREFORE, it is agreed by and among CCAOSC, Delaware County, and the Manager, by their authorized representatives, that:

**SECTION 1. DEFINITIONS**

"Agreement" means this Participation Agreement, as the same may be amended, modified or supplemented in accordance with Section 7 hereof.

"Authorized Estimator" means the person designated by the governing board of Delaware County to estimate the energy to be purchased for Delaware County, as well as other nominations of energy supplies for Delaware County. The Authorized Estimator may, but need not be, Delaware County's representative on the Board of Participants.

"Board of Participants" has the meaning ascribed to it in Section 2 of this Agreement.

"Energy Executive Committee of the Board of Participants" has the meaning ascribed to it in Section 2 of this Agreement.

"Fiscal Year" means the Participant's twelve (12) month period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Manager" means CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc..

"Participant" or "Participants" means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities, of which Delaware County is one, that are participating in the Program.

"Program Administrative Charges" means the charges determined in each Exhibit as executed by CCAOSC, Delaware County, the Manager and the Designee in connection with the Program and approved by the Energy Executive Committee of the Board of Participants.

"Program Term" means the periods specified in each Exhibit.

"Supplier" means any person, corporation, partnership or other organization with whom the Participant, CCAOSC (or its designee) may contract for the purchase of energy supplies.

**SECTION 2. COMPONENTS OF PROGRAM; COUNTY PARTICIPATION.**

The Program consists of five components: a natural gas purchasing program, detailed in Exhibit A to this Agreement; an electricity purchasing program, detailed in Exhibit B; an electric aggregation program, detailed in Exhibit C; a natural gas aggregation program, detailed in Exhibit D; and a solar PV purchasing program, detailed in Exhibit E. All of the above exhibits are to be considered as incorporated into, and a part of, this Agreement.

Delaware County has decided to participate in those components of the Program as to which it has executed an exhibit attached to this Agreement. It is not a participant in any other component.

**SECTION 3. REQUEST FOR PROPOSALS.** Prior to Delaware County's entering into any energy supply agreement with a Supplier, CCAOSC or the Manager shall conduct a publicly solicited request for proposals from Suppliers and shall, upon request, make the request for proposals and any responses to such request available to Delaware County.

**SECTION 4. MANAGEMENT AND OPERATION OF PROGRAM**

A. **Board of Participants.** The Board of Participants shall have the general oversight of the Program and shall consist of one representative of each Participant in the Program(s). Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program or participates in more

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than portion of the CCAOSC energy programs, it shall nevertheless be entitled to only one vote on the Board of Participants.

**B. Energy Executive Committee of Board of Participants; Composition.** The Energy Executive Committee shall consist of not less than nine or more than fifteen members (exclusive of ex-officio members), composed as follows:

1. At least four members shall be county commissioners of counties that participate in one or more of the Energy Programs;
2. The remaining members shall be either county commissioners of counties that participate in one or more of the Energy Programs or approved designees of such commissioners;
3. At least six members of the Energy Executive Committee shall be chosen from counties that are participants in the natural gas program; at least six members shall be chosen from counties that are participants in the electric program; and at least two members shall be chosen from counties that are participants in the government aggregation program; provided that if a member represents a county that participates in more than one of the programs entitled to a minimum number of members, he or she may be counted to satisfy the minimum for each program.

The number of members of the Energy Executive Committee, within the above limits, shall be set by the Energy Executive Committee.

In addition to the members described above, there shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by CCAOSC. In addition, the Energy Executive Committee may appoint additional ex officio Energy Executive Committee members as it deems necessary. Ex officio members of the Energy Executive Committee shall be non-voting members.

**C. Energy Executive Committee; Elections.** The Energy Executive Committee shall be elected as follows:

1. The then-existing participants in the natural gas program shall elect six members of the Energy Executive Committee;
2. The then-existing participants in the electric program shall elect six members of the Energy Executive Committee;
3. The then-existing participants in the government aggregation program shall elect two members of the Energy Executive Committee;
4. All participants in all Energy Programs shall elect any at-large members of the Energy Executive Committee.

Terms of office of members of the Energy Executive Committee shall be for two years, and shall commence at the conclusion of the annual meeting at which they are elected, and shall end at the adjournment of the annual meeting held two years from the annual meeting at which they are elected. Members of the Energy Executive Committee shall elect a chair and vice-chair, who shall also serve as chair and vice-chair of the Board of Participants. Members shall hold office until the expiration of their terms, or subsequent to the expiration of their terms until their successors take office. All vacancies in the membership of the Energy Executive Committee shall be filled for the unexpired term by election by the appropriate Board of Participants.

**D. Powers and Duties of Energy Executive Committee.** The Energy Executive Committee shall exercise all the powers in connection with oversight of the Program, including but not limited to the following:

1. It shall oversee and manage the operation of the Program.
2. It may adopt policies and procedures supplementing the general terms of this Agreement concerning the purchase of natural gas or electricity supplies, transportation and/or storage of gas, payment for purchase of either energy type, transportation and/or storage of gas, accounting for such energy supplies among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of energy supplies purchased or changes in rates by Supplier(s), and the method by which natural gas or electric energy usage will be reported to CCAOSC, the Manager or Authorized Designee.
3. It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
4. It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager and its Authorized Designee, advisors and legal counsel.
5. It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.

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6. It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
7. It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
  - a. amendments to or modifications of this Agreement;
  - b. Program Administrative Costs; and
  - c. each Participant's share of Program Administrative Costs.
8. It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Energy Executive Committee may direct the Manager to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

**E. Meetings; Quorum.** The Board of Participants shall hold an annual meeting during the last three months of each calendar year, for the purposes of passing on reports of the previous fiscal year, electing members of the Energy Executive Committee and transacting such other business as may come before the meeting. The Board of Participants shall meet at such other times as it determines. The Energy Executive Committee shall meet at such times as it determines. Those present at any meeting, whether in person or by telephone or other electronic means, shall constitute a quorum for the transacting of business by the Board of Participants, and five (5) then-authorized voting members of the Energy Executive Committee shall constitute a quorum for the transacting of business by the Energy Executive Committee. Upon a Participant's request, the Energy Executive Committee shall give Participant notice of the time, place, and subject matter of Energy Executive Committee meetings in the same manner as Energy Executive Committee members are notified.

For purposes of determining a quorum for either a Board of Participants or Energy Executive Committee meeting:

as to a Board of Participants meeting, a Participant shall be deemed present if its Representative or Alternate participates by telephone or other electronic means;

as to an Energy Executive Committee meeting, a member shall be deemed present if its Representative or Alternate participates by telephone or other electronic means.

A Participant or Energy Executive Committee member who is deemed present at a meeting may vote on any question at that meeting by telephone or other electronic means.

**F. Rules and Regulations.** The Board of Participants and the Energy Executive Committee may make such further rules and regulations governing the conduct of business as they may determine.

**G. Insurance.** CCAOSC shall maintain errors and omissions liability insurance or self-insurance that includes coverage of a Participant as a member of the Energy Executive Committee under any such policy. Such coverage shall be at least \$1,000,000 each occurrence and \$1,000,000 annual aggregate. CCAOSC shall provide documentary evidence of such coverage to the Participant upon request. This provision shall survive termination of this Agreement.

**SECTION 5. REPORTS AND RECORDS.** CCAOSC or the Manager shall maintain records and data concerning the amount of energy purchased and consumed on behalf of Delaware County, the amount paid for the purchase and, if applicable, transportation and/or storage of such gas, the allocation of the costs thereof among the Participants and such other records and data as the Energy Executive Committee of the Board of Participants deems necessary or appropriate. CCAOSC and the Manager shall maintain records and conduct operations of the Program based on a Fiscal Year beginning January 1 and ending December 31. If requested by the CCAOSC or the Manager, Delaware County shall promptly provide CCAOSC or the Manager with a copy of any statements received by Delaware County concerning consumption of natural gas by Delaware County. CCAOSC shall own the records, and shall cause the Manager to deliver the same to CCAOSC upon request.

**SECTION 6. WITHDRAWAL; RE-ENTRY.**

**A. Withdrawal.** Delaware County may withdraw from the program commencing any January 1, if it gives written notice by February 1 of the prior year and pays all amounts due under this Agreement or any applicable energy supply agreements. Upon the giving of proper notice and payment of all amounts due by Delaware County, this Agreement shall terminate as to Delaware County on December 31 of the last year for which payments have been made, without penalty or expense to Delaware County except as to the costs associated with the financial difference between the value of any supply when initially contracted under the Program and the value of the supply obtained by the Supplier through the sale or modifications of any financial and contractual commitments as authorized under this Agreement. In the event of such termination and except as permitted hereunder, the Manager

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and/or CCAOSC will have all legal and equitable rights and remedies available under Ohio law against Delaware County to pursue recovery of all amounts owed by Delaware County hereunder.

**B. Payment of Amounts Due.** No withdrawal from this Program shall be effective unless and until the withdrawing Participant shall have paid in full all amounts due hereunder, including, without limitation, amounts that may be due for excess natural gas or electricity usage by the withdrawing Participant and determined by CCAOSC or the Manager pursuant to the provisions of this Agreement.

**C. Effect of Non-Membership in CCAO.** If Delaware County ceases to be a member of the County Commissioners Association of Ohio, the Energy Executive Committee of the Board of Participants shall have the right, in its sole discretion, to permit Delaware County to remain in the Program or to expel Delaware County from the Program and to terminate Delaware County's rights under this Agreement, effective as of the January 1 of the first year after Delaware County is no longer a member of the County Commissioners Association of Ohio. The Energy Executive Committee may, but shall not be required to, afford Delaware County a hearing before taking action pursuant to this subsection.

**D. Re-Entry into Program.** Upon withdrawal from the Program, Delaware County may apply to become a Participant again; such application may be granted or denied by the Energy Executive Committee of the Board of Participants, on such terms and conditions for re-admittance as the Energy Executive Committee of the Board of Participants may set, in its sole discretion.

**SECTION 7. AMENDMENTS.** This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by CCAOSC and the Manager and by the governing bodies of at least two-thirds (2/3) of the Participants. No such modification, amendment or supplement shall be effective as to Delaware County without the approval of Delaware County's governing body.

**SECTION 8. TERM OF THIS AGREEMENT.** It is the express intention of Delaware County that this Agreement shall continue for the Program Term listed in the various Exhibit(s) attached and included in this Agreement, subject to Delaware County's right of withdrawal as provided in Section 6(A), but may be terminated as provided in Section 9.

**SECTION 9. TERMINATION.** In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn from the Program, the Board of Participants shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the energy supply contract(s), and this Agreement.

Notwithstanding the foregoing, if at any time during the term of this Agreement,

A. CCAOSC, the Program, the Manager, or any Participant shall become subject to or threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or

B. CCAOSC, this Program, the Manager, or any Participant shall be deemed or threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or

C. all of Delaware County's various natural gas transportation, electric tariffs or other agreements with the distribution utilities are terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Participants, the Board of Participants may terminate this Agreement promptly by its majority vote.

**SECTION 10. MISCELLANEOUS.**

**A. Anti-Discrimination Provision:** Delaware County warrants and agrees to the following:

1. That in the hiring of employees for the performance of work under the contract or any subcontract, Delaware County shall not, by reason of race, color, religion, sex, sexual orientation, marital status, military status, veteran's status, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract relates; and

2. That neither Delaware County nor any of its subcontractors or any person acting on behalf of Delaware County shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, military status, veteran's status, age, disability, national origin, or ancestry.

**B. Unresolved Findings for Recovery.** Ohio Revised Code (O.R.C.) §9.24 prohibits counties from awarding a contract to a party against whom the Auditor of the State has issued a finding for recovery if the finding

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for recovery is "unresolved" at the time of the award. By signing this Agreement, CCAOSC and the Manager warrant that they are not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24.

**C. Compliance with Laws.** The Manager agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Agreement. The Manager will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the work specified in this Agreement.

**D. Workers' Compensation.** The Manager shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law.

**E. Audit of Records.** Delaware County may, at its discretion, conduct a full audit of all transactions involving this Agreement subsequent to its conclusion or upon termination of this Agreement. At any time during normal business hours and as often as Delaware County may deem necessary, the Manager shall make available to Delaware County, for examination, all of its records with respect to all matters covered by this Agreement. Delaware County may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**F. Other.** This Agreement shall be construed under the laws of the State of Ohio. Any litigation between the Parties in connection with this Agreement shall be filed and pursued in the Common Pleas Court of Franklin County, Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 11. COUNTERPARTS.** This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to CCAOSC a certified copy of the ordinance or resolution of its governing body authorizing execution of this Agreement.

**SECTION 12. NOTICES.** All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that member of the Board of Participants or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

**SECTION 13. ASSIGNMENT.** Delaware County acknowledges and agrees that CCAOSC shall have the right to assign all of its and/or the Manager's rights to payments and monies received or to be received from Delaware County hereunder and any other rights, remedies and/or obligations hereunder to a third party including, without limitation, one or more trustees and paying agents as may be necessary or desirable to effectuate the Program, and Delaware County hereby consents thereto.

**SECTION 14. ENTIRE AGREEMENT.** This Agreement, along with the executed Exhibits incorporated within, constitutes the entire understanding by and among the parties pertaining to the subject matter hereof, and supersedes and replaces all prior negotiations, documents, representations and agreements. This Agreement constitutes the entire agreement in this matter by and among the parties and may not be changed, modified, or altered except by a written instrument signed by the parties hereto or their authorized representatives.

**Exhibit A. Natural Gas Purchasing Program**

This Exhibit A to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of January 24, 2018, among the CCAO Service Corporation ("CCAOSC"), an Ohio for-profit corporation, the County of Delaware a political subdivision of the State of Ohio ("Delaware County"), CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

**SECTION 1. PROGRAM.** The County has evaluated its interests and decided to join the CCAOSC Natural Gas Purchasing program which is detailed in this Exhibit.

**SECTION 2. ADDITIONAL DEFINITIONS.** The definitions listed in the base Participation Agreement continue in this Exhibit. The following definitions are added:

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than five (5) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company serving Delaware County's facilities.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any

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local gas distribution company

**SECTION 3. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS**

The provisions of this Section are subject to the provisions of Sections 6 and 8 of base Participation Agreement.

A. **Purchase and Aggregation of Natural Gas.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly natural gas consumption during the Program Term for Delaware County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall aggregate all of the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the supplier(s) for such periods and pricing as determined by CCAOSC and the Manager; provided that such actions shall be in the best interests of the Participants. Delaware County authorizes the Manager with approval of Energy Executive Committee to enter into the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

B. **Power of Attorney.** In order to facilitate the operation of the Program, Delaware County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as part of Exhibit A to this Agreement.

C. **Payments by Participant.** Delaware County agrees to pay to the supplier(s) its monthly gas costs within the allotted time frame permitted under the Gas Purchase Contract. This time frame will normally be 12 to 15 days after receipt of the invoice. Timely payment of all amounts owed to supplier(s) is essential to the Program. If Delaware County fails to transmit timely payment to the Supplier(s) of any amount due, Delaware County may, to the extent permitted by law, be charged interest on the overdue amount.

D. **Program Administrative Fees.** Included in the Supplier(s) gas costs paid by Delaware County to the Supplier will be the Program Administrative Fee that shall be \$0.20 per unit MCF (one thousand cubic feet) or Dekatherm (one million Btu) consumed by Delaware County plus any other reasonable administrative costs such as legal costs approved by the Energy Executive Committee. The unit of measure shall be determined by the unit the customer's gas is typically purchased under. In the event the Supplier(s) refuses to include Program Administrative Fee in the gas costs invoiced to Participants, a separate invoice shall be issued by the Manager's Authorized Designee in the same per unit amount as included for other Participants'. Such separately invoiced Program Administrative Fee shall be paid by Delaware County and is due to Manager within 30 days of invoice date.

E. **Sole Supplier.** During the Program Term, the Supplier(s) agrees to supply and Delaware County agrees to purchase all of its gas requirements for participating facilities pursuant to the Gas Purchase Contract executed on behalf of Delaware County. Delaware County retains the right to purchase gas for non-participating facilities from others.

F. **Imbalances in Supply of Natural Gas.** It is understood that differences between the Participant Estimate and Delaware County's actual consumption may occur ("Imbalance"). The Manager may make adjustment for Imbalances for Delaware County and for all of the Participants, as a group taken as a whole. In the event Delaware County's monthly consumption exceeds its estimated consumption, such incremental use, when permitted under the Supplier(s) agreement, shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, the Manager shall use its best efforts to timely secure additional supplies from the Supplier(s), its designee, or LDC.

In the event Delaware County's monthly consumption is less than estimated, Delaware County shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver Delaware County's nominated quantity, Manager may prorate quantities actually delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, arrange for the purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to Delaware County, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated. Delaware County shall retain all remedies available to it against the Supplier pursuant to the Gas Purchase Contract.

G. **Notice of Significant Change in Usage.** During the Program Term, Delaware County may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. Delaware County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural gas usage by ten percent (10%) or more per year for Delaware County. Such notice requirement does not include variations due to weather.

H. **Arrangements with the LDC.** In the event that the LDC requires Delaware County to enter into or Delaware County negotiates a separate agreement with the LDC for the transportation of natural gas to the

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Participants' facilities, Delaware County shall consult with CCAOSC and the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. CCAOSC and the Manager shall use their best efforts to assist Delaware County in negotiating such agreement with the LDC. If CCAOSC and the Manager determine that the terms of the proposed agreement between Delaware County and the LDC are consistent with the Program, Delaware County shall cooperate with CCAOSC and the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Delaware County shall perform all of its obligations under any such separate agreement with the LDC.

**SECTION 4. RESTRICTION.** It is understood and agreed, and CCAOSC, Delaware County, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and Delaware County are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or Delaware County to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's "self-help guidelines" in PUCO Case No. 85-800-GA-001, as may be further amended or modified, and tariffs, rules and regulations of the LDC.

**SECTION 5. PROGRAM TERM.** The Initial Program Term of this Exhibit shall begin from the Effective Date of this Exhibit and will continue for a term of five (5) years from the Effective Date; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

**Power of Attorney and Agreement  
CCAOSC Natural Gas Purchasing Program**

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager, CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101 Toledo, Ohio 43615, as Attorney in fact to act, but only in a manner consistent with the terms of the Participation Agreement among the Participant, and CCAO Service Corporation, in the Participant's capacity to do every act consistent with the CCAOSC natural gas program that the Participant may legally do through an Attorney in fact, so it may join a CCAOSC natural gas program designed to purchase natural gas for use at the following described facility locations. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

Company Representative: Barb Lewis, President Board Delaware County Commissioners

Company Name: Delaware County

Address: 101 North Sandusky Street

City: Delaware

State: Ohio

Zip 43015

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSCES natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed three years in duration and the contracts are in the name of the Participant, with the express understanding that CCAOSCES shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Agreement.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's local distribution company (LDC). Participant authorizes CCAOSCES to insert and remove its gas account(s) from various gas supplier aggregation pools at CCAOSCES discretion. Participant hereby authorizes CCAOSCES to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other entities who are involved in the CCAOSCES program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant will give CCAOSCES, and its contracted service provider(s) access to any and all records (as reasonably requested). The Participant will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially effect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

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

**11****RESOLUTION NO. 19-53****IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:**

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

**Supplemental Appropriation**

40311454-5301	Fancher Rd Watershed Drainage/Contracted Professional Services	50,822.87
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Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. Benton            Aye

**12****RESOLUTION NO. 19-54****RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY SHERIFF'S OFFICE OR ITS EMPLOYEES:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to purchase a motor vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for one (1) additional used motor vehicle;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds that it is necessary to purchase one (1) used motor vehicle for use by the Sheriff's Office or its employees, at a total estimated cost not to exceed \$25,000.00.

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

**13****RESOLUTION NO. 19-55****IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION FOR COOPERATING WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO REHABILITATE A DEFICIENT BRIDGE ON CENTERBURG ROAD OVER CULVER CREEK:**

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

**PID Number 99918****PRELIMINARY LEGISLATION  
RC 5521.01****PID Number 99918****DEL-CR48-2.45****ODOT Agreement Number 26983**

WHEREAS, Delaware County has identified the need for the project proposed to rehabilitate a deficient bridge on Centerburg Rd (Delaware County Road 48) over Culver Creek;

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

Section 1. The Board hereby finds that it is necessary for the public safety, convenience and welfare to rehabilitate a deficient bridge on Centerburg Rd (Delaware County Road 48) over Culver Creek (the "Project").

Section 2. Delaware County shall, as the Local Public Agency (the "LPA"), shall cooperate with the Director of Transportation in the Project.

Section 3. The County Engineer is hereby empowered on behalf of the County to cooperate with the Director of Transportation as necessary to complete the Project.

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



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**14****RESOLUTION NO. 19-56**

**IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION FOR FEDERALLY FUNDED REPLACEMENT OF GUARDRAIL ON SUNBURY ROAD:**

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

**PID Number 99917**

**PRELIMINARY LEGISLATION**  
**RC 5521.01**

**PID Number 99917**

**DEL-CR30-5.60**

**ODOT Agreement Number 26982**

WHEREAS, the Delaware County Engineer has identified the need to replace deficient guardrail on Sunbury Rd (Delaware County Road 30) located east and south of the Village of Galena and recommends initiating a project to replace said guardrail; and

WHEREAS, ODOT provides federal highway funding to eligible local agencies to assist with replacement of guardrail;

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

**Section 1:** The Board hereby finds that it is necessary for the public safety, convenience and welfare to replace guardrail on Sunbury Road and the project entitled DEL-CR30-5.60 shall be initiated for such purposes; and

**Section 2:** Delaware County, the Local Public Agency (LPA), shall cooperate with the Director of Transportation in the described project; and

**Section 3:** The County Engineer is hereby empowered on behalf of the County to cooperate with the Director of Transportation as necessary to complete the above described project.

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

**15****RESOLUTION NO. 19-57**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC. FOR THE PROJECT KNOWN AS DEL-CR 124-5.99, HOME ROAD AND SR 315 INTERSECTION IMPROVEMENTS:**

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

**Home Road and SR 315 Intersection Improvements**  
**Bid Opening of December 18, 2018**

Whereas, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Shelly & Sands, Inc., the low bidder for the project; and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly & Sands, Inc. for the project known as DEL-CR 124-5.99, Home Road and SR 315 Intersection Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with Shelly & Sands, Inc. for the project known as DEL-CR 124-5.99, Home Road and SR 315 Intersection Improvements:

**CONTRACT**

THIS AGREEMENT is made this 24<sup>th</sup> day of January, 2019 by and between **Shelly & Sands, Inc., 1515 Harmon Road, Columbus, Ohio 43223**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

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The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “DEL-CR 124-5.99, Home Road and SR 315 Intersection Improvements”, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Five Million Four Hundred Six Thousand One Hundred Thirty-Five Dollars and Three Cents (\$5,406,135.03)*, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

**16**

**RESOLUTION NO. 19-58**

**IN THE MATTER OF AWARDING BIDS FOR ENGINEERING MATERIALS FOR 2019:**

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

**Tree Clearing Bid Award Recommendation  
Bids Opened January 8, 2019**

As a result of the bids opened January 8, 2019 for tree clearing for 2019, the Engineer recommends that a non-exclusive bid award be made to Timberland Tree, Russell Tree Experts, Ltd. and Oberlander’s Tree & Landscape Ltd.

**Curb and Sidewalk Replacement Program  
Bids Opened January 8, 2019**

As a result of the bids opened January 8, 2019 for the curb and sidewalk replacement program for 2019, the Engineer recommends that a non-exclusive bid award be made to Decker Construction Company and Nickolas M. Savko & Sons.

**2019 Drainage Maintenance Annual Contract  
Bids Opened January 8, 2019**

As a result of the bids opened January 8, 2019 for the 2019 Drainage Maintenance Annual Contract for 2019, the Engineer recommends that a non-exclusive bid award be made to G&G Enterprises Complete Excavating Service, LLC and NWO Property Services, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and approves the following:

Section 1. A non-exclusive bid award be made to Timberland Tree, Russell Tree Experts, Ltd. and Oberlander’s Tree & Landscape Ltd. for tree clearing.

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Section 2. A non-exclusive bid award be made to Decker Construction Company and Nickolas M. Savko & Sons for curb and sidewalk replacement.

Section 3. A non-exclusive bid award be made to G&G Enterprises Complete Excavating Service, LLC and NWO Property Services, LLC. for 2019 drainage maintenance.

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

**17**

**RESOLUTION NO. 19-59**

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

It was moved by Mr. Benton, 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:

Permit #	Applicant	Location	Type of Work
U19-006	AEP	Lewis Center Road	Install, remove & replace poles
U19-007	WOW	Cheshire Road	Directional Bore
U19-008	Spectrum	South Old State Road	Road bore
U19-009	Del-Co Water	Fontanelle Road	Install waterline
U19-010	Del-Co Water	Cheshire Road	Road bore & install waterline
U19-011	Level 3 Communications	Green Meadows Dr	Road bore

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

**18**

**RESOLUTION NO. 19-60**

**IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO BERLIN STATION ROAD AND APPROVING A PROFESSIONAL SERVICES AGREEMENT:**

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has determined that the construction of a new single lane roundabout at the intersection of Berlin Station Road (CR 91) and Braumiller Road (TR 92), including minor widening of CR 91 to the east project limit, and replacement of the bridge/larger culvert on the south leg of the intersection (collectively the “Improvements”) are required to help with traffic concerns in the area, and recommends that the Board proceed with the Improvements; and

WHEREAS, Section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has selected Korda/Nemeth Engineering, Inc., through a qualifications based selection process, has negotiated a scope and fee for the required engineering services, and recommends entering into an agreement for said engineering services associated with the Improvements;

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

Section 1: The public convenience and welfare requires construction of a new single lane roundabout at the intersection of Berlin Station Road (CR 91) and Braumiller Road (TR 92), including minor widening of CR 91 to the east project limit, and replacement of the bridge/larger culvert on the south leg of the intersection, and the Improvements (known as “DEL-CR91-1.85, Berlin Station Road Improvements Phase 1”) shall be initiated for such purposes.

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Section 2: The costs for the Improvements will be paid for from any funds appropriated for road and bridge construction, and no special levies or assessments shall be made to pay for the Improvements.

Section 3: The following agreement is approved for the providing of services for the Improvements:

**PROFESSIONAL SERVICES AGREEMENT  
DEL-CR91-1.85 ~ Berlin Station Road Improvements Phase 1  
Contract #E1610**

This Agreement is made and entered into this 24<sup>th</sup> day of January, 2019, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **Korda/Nemeth Engineering, Inc.**, 1650 Watermark Drive, Suite 200, Columbus, Ohio 43215, (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

**1 SERVICES PROVIDED BY CONSULTANT**

1.1 The Consultant will provide “Services” in connection with the following “Project”:  
Berlin Station Road Improvements Phase 1 (DEL-CR91-1.85, PID 1610)

Construction of a new single-lane roundabout at the intersection of CR 91 and TR92 and minor widening of CR 91 to the east project limit to achieve standard 2-lane typical section. Project will also include replacement of the bridge/large culvert on the south leg of the intersection. Project will be completed in two phases with two separate construction plans. Phase 1A – bridge/large culvert on the south leg and widening of the east leg. Phase 1B – roundabout.

1.2 The Consultant 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 Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:

1.3.1 Scope of Services last revised: January 7, 2019

1.3.2 Fee Proposal last revised: January 7, 2019

**2 SUPERVISION OF SERVICES**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.

2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:

a. For all services described in the Scope of Services and Fee Proposal as “Basic Services”, the lump sum fee shall be **\$391,925.00**.

b. For all services described in the Scope of Services and Fee Proposal as “If Authorized Services”, payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$76,490.00**.

4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.

4.3 Total compensation under this Agreement shall not exceed **\$468,415.00** without subsequent modification by both Parties.

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- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served to the Parties listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer  
Attn: Tiffany Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Brooks M. Vogel, PE, LEED AP

Address of Firm: 1650 Watermark Drive, Suite 200

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-487-1650

Email: Brooks.Vogel@korda.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Project Manager and shall complete the Services by April 15, 2021.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

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- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

- 12.1 The Consultant 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 Consultant, 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.

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant 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.
- 13.3 Workers' Compensation Coverage: Consultant 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.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant 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. Consultant further agrees that it will not employ in any manner a current County

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employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 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.
- 14.4 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.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant 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.
- 14.10 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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Consultant 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.

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

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

**19**

**RESOLUTION NO. 19-61**

**IN THE MATTER OF THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO  
APPROVING THE DELAWARE-KNOX-MARION-MORROW JOINT SOLID WASTE  
MANAGEMENT DISTRICT'S AMENDED DRAFT SOLID WASTE MANAGEMENT PLAN:**

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

WHEREAS, the Delaware-Knox-Marion-Morrow Joint Solid Waste Management District's Amended Draft Solid Waste Management Plan has been prepared in accordance with Ohio Revised Code ("ORC") Chapter 3734, the State of Ohio's Solid Waste Management Plan, and the Ohio Environmental Protection Agency's guidelines; and

WHEREAS, the Plan also describes strategies and programs that will be implemented to meet or exceed the minimum state waste reduction goals and objectives; and

WHEREAS, the Delaware-Knox-Marion-Morrow Joint Solid Waste Management District ("District") completed the draft amended Solid Waste Management Plan ("Plan") and submitted it to the Ohio Environmental Protection Agency for review and comment on February 12, 2018, and the Ohio Environmental Protection Agency provided comments in a non-binding advisory opinion on March 29, 2018; and

WHEREAS, the District's Policy Committee has reviewed the non-binding advisory opinion received from the Ohio Environmental Protection Agency and taken these comments into consideration and incorporated changes into the amended Plan as appropriate; and

WHEREAS, the District has conducted a 30-day comment period from August 22, 2018 to September 20, 2018, and two public hearings were held on September 26, 2018 to provide the public an opportunity to comment on the Plan; and

WHEREAS, the Plan provides for a fee schedule that generates the required revenue to cover the costs of implementing the strategies and programs designed to meet or exceed the minimum state waste reduction goals and objectives; and

WHEREAS, the District's Amended Draft Solid Waste Management Plan is available electronically on the District's web site as a PDF file "2019-2033 DKMM Draft Plan", via the following link: <https://www.dkmm.org/dkmm-plan>; and

WHEREAS, in consideration of the above, the Board of Commissioners of Delaware County, Ohio wishes to approve the District Solid Waste Management Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio, located within the jurisdiction of the Delaware-Knox-Marion-Morrow Joint Solid Waste Management District, as follows:

Section 1. The Board of Commissioners of Delaware County, Ohio hereby acknowledges receipt of the Plan.

Section 2. The Board of Commissioners of Delaware County, Ohio hereby approves the Plan.

Section 3. The Clerk is hereby directed to send the District a copy of this resolution to the attention of Ms. Jenna Hicks, District Director, Delaware-Knox-Marion-Morrow Joint Solid Waste Management District, 117 E. High Street, Suite 257, Mount Vernon, Ohio 43050.

Section 4. The Board of Commissioners of Delaware County, Ohio finds and determines that all formal actions of this Board, concerning and relating to the passage of this resolution were adopted in an open meeting of this Board and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Sections 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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



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**20****RESOLUTION NO. 19-62****9:45A.M. PUBLIC HEARING #1 FOR CONSIDERATION OF LEVYING THE TAX UPON MOTOR VEHICLE REGISTRATIONS AUTHORIZED UNDER OHIO REVISED CODE SECTION 4504.24:**

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 9:55 A.M..

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

**20 continued****RESOLUTION NO. 19-63****IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**20 continued****RESOLUTION NO. 19-64****IN THE MATTER OF CLOSING PUBLIC HEARING #1 FOR CONSIDERATION OF LEVYING THE TAX UPON MOTOR VEHICLE REGISTRATIONS AUTHORIZED UNDER OHIO REVISED CODE SECTION 4504.24:**

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 11:05 A.M..

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

**21****ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-Attended the Annual State of the City presentation last week. The city now has over 40,000 residents. They have also started a new program in which they can obtain feedback and answer questions of the residents.

**22****COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

-Attended the Land Bank meeting yesterday.  
-Will be attending the CEBCO Board meeting tomorrow.  
-Will be attending the Legislative Update tomorrow.

Commissioner Merrell

-Appreciates the Representatives for taking the time to meeting monthly to give the Legislative Update.  
-Had the privilege of swearing in two Delaware County Board of Developmental Disabilities Board members last week.  
-Will be coordinating a CCAO Legislative Briefing within the next couple of months.

Commissioner Lewis

-Director Phan of the Delaware County Jail would like to plant a tree in memory of Scott Amrine who passed away a couple of weeks ago.  
-Met with officials from the Cities of Powell, Worthington and New Albany and Congressman Balderson, who was recently appointed to the Transportation and Infrastructure Committee.

**23****RESOLUTION NO. 19-65****IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive

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session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

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

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

**RESOLUTION NO. 19-66**

**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            Mrs. Lewis      Aye      Mr. Merrell      Absent      Mr. Benton      Aye

There being no further business, the meeting adjourned.

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

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

\_\_\_\_\_  
Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners