

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 20, 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

1
RESOLUTION NO. 19-583

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 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 June 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
MISSION: LIFELINE American Heart Association
Mission: Lifeline Award for Outstanding Care of Cardiac Patients

4
RESOLUTION NO. 19-584

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0619 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0619:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0619, Procurement Card Payments in batch number PCAPR0619 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
DATA (P1901203)	Job and Family Service Program	22411601-5355	\$10,000.00
New Horizons (P1903072)	Job and Family Service Program	22311611-5348	\$ 7,755.00

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

5
RESOLUTION NO. 19-585

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Bryan Porter attend a Code Green training at the Orange Township Fire Department on June 22, 2019 at no cost.

The Code Compliance Department is requesting that Chris Stanich, Fred Fowler and Joseph Amato attend the 2019 Residential Code of Ohio Training in Gahanna, Ohio June 21, 2019 at no cost.

The Code Compliance Department is requesting that Dave Diehl and Joseph Amato attend a Fire Alarm Plans and Testing Training in Grove City, Ohio June 26, 2019 at no cost.

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

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6

RESOLUTION NO. 19-586

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MAY 2019:

It was moved by Mr. Benton, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of May 2019.

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

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

7

RESOLUTION NO. 19-587

IN THE MATTER OF APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT WITH BROTER-HEATH HOLDINGS, LLC, AND GILSON COMPANY, INC:

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

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01; and

WHEREAS, Broter-Heath Holdings, or its occupant Gilson Company, Inc., desires to construct a new building at the current facility (the “Project”) within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, because the Project is located within the Olentangy Local School District, but the agreement is not subject to approval by the board of education thereof under section 3735.671 of the Revised Code, notice to the board of education has been provided in accordance with section 5709.83 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Community Reinvestment Area agreement with Broter-Heath Holdings, LLC, and Gilson Company, Inc.:

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and among the **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO** (the “County”), a political subdivision of the State of Ohio (the “State”), **BROTER-HEATH HOLDINGS, LLC**, an Ohio limited liability company, with offices located at 10267 Windsor Way, Powell, OH 43065 (the “Property Owner”), and **GILSON COMPANY, INC**, an Ohio corporation, with offices located at 7975 North Central Drive, Lewis Center, OH 43035 (the “Occupant”).

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Delaware County (the “County”) that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, to encourage that economic development, the County, by Resolution No. 10-2010, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified therein as the Orange Township CRA (CRA #041-58618-01) (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, the Property Owner owns the real property contained within the County and the CRA (the “Project Site”), which Project Site is further described as Delaware County, Ohio permanent parcel number 318-230-01-017-000, specifically that portion of said parcel that is identified as Lot 581 on the Plat for Proprietors Commerce Park Section No. 1, recorded in Plat Book 12, Pages 99–100; and

WHEREAS, the Property Owner proposes to construct a new 15,000 square feet building at the current facility on the Project Site (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

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WHEREAS, the Property Owner has submitted a proposed agreement application (attached hereto as Exhibit A) to the County said application (the “Application”); and

WHEREAS, the Occupant currently operates its business from the facility on the Project Site, and the Occupant will be creating new jobs at the Project Site, both for itself and for its wholly-owned subsidiary, KW Acquisition, Inc. (“KW”); and

WHEREAS, the Property Owner has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County, the Property Owner, and the Occupant desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Olentangy Local School District (the “School District”) and, while this Agreement is not subject to approval by the School District because the exemption is less than fifty percent, the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Project Site is located within the jurisdiction of the Delaware Area Career Center (the “JVSD”) and, while this Agreement is not subject to approval by the JVSD because the exemption is less than fifty percent, the board of education of the JVSD has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. **Project.** The Property Owner or Occupant shall construct a 12,000 square foot addition to the Occupant’s light industrial facility on the Project Site. The cost of the investments to be made in connection with the Project by the Property Owner or Occupant is estimated to be \$2,000,000 in new construction and \$1,000,000 in machinery and equipment, for a total investment of \$3,000,000. The estimates provided in this Section 1 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease. The parties also recognize that costs do not necessarily equal otherwise taxable value. Machinery and equipment with a total estimated value of \$900,000 will be relocated from another facility within the State of Ohio.
2. **Project Schedule.** The Project shall commence in June 2019, and all acquisition, construction, and installation shall be completed by December 2019. Any changes to the commencement or completion dates may only be made by written amendment of this Agreement. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 5 of this Agreement.
3. **Employee Positions.** The Property Owner and Occupant estimate that there will be created at the Project Site three (3) new full-time permanent equivalent employee positions with an aggregate annual payroll of approximately \$135,000 (\$45,000 per employee) within two (2) years of the Project. No part-time or temporary positions will be created. Currently, the Occupant has fifty-six (56) employees in the State, and KW has three (3) employees in the state. Fifteen (15) employees will be relocated to the Project Site upon completion of the Project. This includes eight (8) employees of the Occupant, and three (3) employees of KW currently in Ohio plus four (4) employees from Maryland.
4. **Provision of Information.** The Property Owner and Occupant shall provide to the proper tax incentive review council (the “TIRC”) any information reasonably required by the TIRC to evaluate the compliance of the Property Owner and Occupant with the Agreement, including returns or annual reports filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.
5. **Real Property Tax Exemption.** The County hereby grants the Property Owner a tax exemption for real property improvements made to the Project Site, pursuant to section 3735.67 of the Revised Code, in the following amounts:

Real Property	New Investment
Acquisition of Building:	
Additions/New Construction:	\$ 2 Million
Improvements to Existing Buildings:	

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Machinery & Equipment:	\$1 Million (\$900K OH, \$100K MD)
Furniture & Fixtures:	
Inventory:	
Terms:	50% exemption for 5 years
Total New Project Investment:	\$3 Million

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after tax year 2021 (i.e., tax lien date January 1, 2020) nor extend beyond tax year 2025 (i.e., tax lien date January 1, 2025). The exemption shall be based on the increase in the assessed value of real property attributable to the Project.

6. **Application for Exemption.** The Property Owner acknowledges that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application. The Property Owner shall file the appropriate exemption form (DTE 24) with the Delaware County Auditor.

7. **Payment of Non-Exempt Taxes.** The Property Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Property Owner’s property and shall file all tax reports and returns as required by law in connection therewith. If the Property Owner fails to pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any Parcel.

8. **Cooperation of the County.** The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. **Revocation of CRA.** If for any reason the County revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless the Property Owner or Occupant materially fails to fulfill its obligations under this Agreement and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement.

10. **Certification as to No Delinquent Taxes.** The Property Owner hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

11. **Termination, Suspension or Modification Upon Default.** If the Property Owner or Occupant materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, which amount shall be a lien on the exempted property in the amount required to be repaid that shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

12. **Approval by the County.** The Property Owner, the Occupant, and the County acknowledge that this Agreement must be approved by formal actions of the Board of County Commissioners of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

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- 13. Non-Discriminatory Hiring.** The County has developed a policy to ensure recipients of CRA tax benefits practice non-discrimination and equal opportunity employment. By executing this Agreement, the Property Owner and the Occupant are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
- 14. Revocation of Exemptions.** Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Property Owner or the Occupant, any successor to either, or any related member of either (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
- 15. Transfer and/or Assignment.** This Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County.
- 16. Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.
- 17. Severability; Construction; Headings.** If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.
- 18. Modifications.** If it becomes necessary to modify the terms of this Agreement, any modification may only be made by written agreement signed by all parties hereto.
- 19. Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:
- If to the County, to:
County of Delaware
101 North Sandusky Street
Delaware, Ohio 43015
Attention: Economic Development Department
Phone: (740) 833-2112
- If to the Property Owner, to:
Broter-Heath Holdings, LLC
10267 Windsor Way
Powell, Ohio 43065
Attention: Trent Smith
Phone: (614) 579-7879
- If to the Occupant, to:

Gilson Company, Inc.
P.O. Box 200
Lewis Center, Ohio 43035
Attention: Trent Smith
Phone: (614) 579-7879
- or to any such other addresses as may be specified by any party, from time to time, by prior written notification.
- 20. R.C. Section 9.66 Covenants.** The Property Owner and the Occupant each affirmatively covenants that it has made no false statements to the State or any local political subdivision in the

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process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Property Owner or the Occupant has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

- 21. **Annual Fee.** The Property Owner shall pay an annual fee of Five Hundred Dollars (\$500). The fee shall be payable to Board once per year for each year this Agreement is effective on or before June 1 of each such year. Fees received by Board shall be deposited in a special fund as required by R.C. Section 3735.671(D).
- 22. **Notice of Vacancy.** If at any time during the term of this Agreement the Property Owner shall receive notice from the Occupant that the Occupant shall vacate its right to occupy or use any portion of the Property, the Property Owner shall, within 20 business days of its receipt of such notice, send such notice to the County in accordance with the provisions of this Agreement regarding notice.
- 23. **Entire Agreement.** This Agreement constitutes the entire agreement among the Property Owner, the Occupant, and the County pertaining to the subject matter contained herein and therein and supersedes all other prior or contemporaneous agreements or understandings among the parties in connection with such subject matter.

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT
Application for Community Reinvestment Area Agreement
(Attached hereto)

(Copy available for review at the Economic Development Department until no longer of administrative value.)

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

8
RESOLUTION NO. 19-588

IN THE MATTER OF APPROVING THE AGREEMENT AND ADDENDUM TO THE WEST ORDER FORM FOR WEST PROFLEX BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY COMMON PLEAS COURT GENERAL DIVISION, THE DELAWARE COUNTY COURT PROBATE/JUVENILE DIVISION, AND WEST, A THOMSON REUTERS BUSINESS, FOR ONLINE RESEARCH SYSTEM THROUGH WESTLAW:

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

WHEREAS, the Delaware County Common Pleas Court Administrator recommends approval of the Agreement and Addendum to the West Order Form for West Proflex between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court General Division, the Delaware County Court Probate/Juvenile Division, and West, A Thomson Reuters Business, for Online Research System through Westlaw;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Agreement and Addendum to the West Order Form for West Proflex between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court General Division, the Delaware County Court Probate/Juvenile Division, and West, A Thomson Reuters Business, for Online Research System through Westlaw:

ADDENDUM TO THOMSON REUTERS ORDER FORM FOR West Proflex

This ADDENDUM to the Thomson Reuters Order Form for West Proflex and the General Terms and Conditions of the Order Form is entered into this 20th day of June, 2019 by and between West, a Thomson Reuters business (hereinafter, "West"), whose principal place of business is located at 610 Opperman Drive, St. Paul, Minnesota 55164-1803, and the Delaware County Board of Commissioners, Delaware, County, Ohio (hereinafter, "Subscriber"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 (West and Subscriber individually "Party" and collectively "Parties").

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WHEREAS, the Parties desire to enter into the Agreement known as West Order Form for West Proflex, with its accompanying General Terms and Conditions (hereinafter "AGREEMENT"). This ADDENDUM will add the following terms and conditions to the Agreement by incorporation and reference.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

A. **Maximum Payment.** West agrees to accept as full payment for the services/deliverables provided pursuant to this Contract/Agreement, all rendered in a manner satisfactory to the Subscriber, the lesser of the following: (1) The maximum amount of Twenty Thousand Dollars and No Cents (\$20,000.00) or (2) the amount of actual expenditures accrued by the Subscriber. It is expressly understood and agreed that in no event shall the total amount to be paid to West for the services/deliverables provided pursuant to this Contract/Agreement exceed the maximum of Twenty Thousand Dollars and No Cents (\$20,000.00). The Parties agree that the "Total Monthly Charges" referred to on page 1 of the West Order Form does not include ancillary charges for services outside those specified in the contract. If Subscriber accesses ancillary content, "Excluded Charges", as defined in the West Order Form, shall apply, and Subscriber shall be charged in the next monthly invoice

B. **Indemnification.** West shall provide indemnification as follows:

i. To the fullest extent of the law and without limitation, West agrees to indemnify and hold free and harmless the Subscriber and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to West's performance of this Contract/Agreement or West's actions, inactions, or omissions including, but not limited to, the performance, actions, inactions, or omissions of any of West's boards, officers, officials, employees, volunteers, agents, servants and representatives. West agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that West shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. West further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that West shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

ii. West shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of West or West's boards, officers, officials, employees, volunteers, agents, servants and representatives.

C. **Royalties, Licensing, and Infringement.** West shall defend or settle, indemnify and hold harmless Subscriber from and against any claims that the Data and Software, as provided to Subscriber under this Agreement, infringes any United States copyright, patent, trademark or trade secret of any third party; provided, however, that Subscriber's use of Westlaw must be in accordance with the terms of this Agreement; provided further that Subscriber must promptly notify West in writing of any such claim of cause of action; and provided further that West shall have sole control of the defense or settlement of any action and of any negotiations relating thereto.

A. **Insurance.** West shall carry and maintain throughout the life of the Contract/Agreement such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract/Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract/Agreement, West shall present to the Subscriber current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract/Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which West may or shall become legally obligated to pay as damages. West shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Subscriber shall retain any and all such other and further rights and remedies as are available at law or in equity.

B. **Worker's Compensation Insurance.** West shall carry and maintain throughout the life of the

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Contract/Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. West shall be responsible for any and all premiums for such policy(ies).

C. Independent Contractor/No Contribution to OPERS. West agrees that it is an independent contractor and shall act in performance of this Contract/Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, West and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Subscriber or Delaware County, Ohio. West assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Subscriber is a public employer as defined in R.C. § 145.01 (D). Subscriber has classified West 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 West and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. West acknowledges and agrees that the Subscriber, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If West has less than five (5) employees, West, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor Acknowledgement Form ("Form").

D. Campaign Finance - Compliance with O.R.C. § 3517.13. Ohio Revised Code Section 3517.13 1(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. West, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract/Agreement will prohibit the Subscriber from entering, proceeding with, and/or performing the Contract/Agreement. Such certification is attached to this First Amendment and by this reference made a part of this First Amendment.

E. Findings for Recovery. West certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

F. Civil Rights. West agrees that as a condition of this Contract/Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that West will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract/Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

G. Accessibility to Disabled/Handicapped. West agrees as a condition of this Contract/Agreement to make all services provided pursuant to this Contract/Agreement accessible to the disabled/handicapped. West further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

H. Drug Free Environment. West agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. West shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

I. Signatures. Any person executing this Contract/Agreement in a representative capacity hereby warrants that he/she has authority to sign this Contract/Agreement or has been duly authorized by his/her principal to execute this Contract/Agreement on such principal's behalf.

J. Retention of Records. West shall retain and maintain and assure that all of its subcontractors retain and maintain for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the

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retention period, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

6. Conflicts - In the event of a conflict between the terms of the Contract/Agreement and this ADDENDUM, the terms of this ADDENDUM shall prevail.

7. Terms of Contract Unchanged

All terms and conditions of the Contract/Agreement not changed by this ADDENDUM remain the same, unchanged, and in full force and effect.

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

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

9

RESOLUTION NO. 19-589

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTION PROGRAMS NON-RESIDENTIAL FELONY:

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

WHEREAS, the Delaware County Adult Court Services has been awarded the Community Based Corrections Program 407 Non-Residential Felony; and

WHEREAS, the Grant will provide funding for two Intensive Supervision Officers, two Pre-Sentence Investigators and one Electronic Monitoring officer; and

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

WHEREAS, Commissioner Lewis, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Lewis as the designated official;

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

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

Grant #	407
Source:	Ohio Department of Rehabilitation and Correction
Grant Period:	July 1, 2019 to June 30, 2021
Federal Grant Amount:	\$271,464.00
	\$ 60,000.00
	\$190,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$521,464.00

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

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

10

RESOLUTION NO. 19-590

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMPLOYEE SAFETY:

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

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Transfer of Appropriation

From:	To:	
10011102-5301	10011302-5301	50,000.00
Commissioners General/ Contracted Professional Services	Employee Safety/Contracted Professional Services	

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

11

RESOLUTION NO. 19-591

IN THE MATTER OF APPROVING THE FOURTH AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following Fourth Amendment to the contract for the purchase of transportation services between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Fourth Amendment to the contract for the purchase of transportation services between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board:

**Fourth Amendment
To
Contract for the Purchase of
Transportation Services
Between
Delaware County Board of County Commissioners
And
Delaware County Transit Board**

This Fourth Amendment of the Contract For The Purchase of Transportation Services is entered into this 20th day of June, 2019 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and The Delaware County Transit Board (hereinafter “Provider”) whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for the Purchase of Transportation Services on June 27, 2016.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Agency and Provider agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to three hundred fifty thousand dollars and no cents (\$350,000).
2. Signatures

Any person executing this Fourth Amendment in a representative capacity hereby warrants that he/she has authority to sign this Fourth Amendment or has been duly authorized by his/her principal to execute this Fourth Amendment on such principal’s behalf.

3. Conflicts
In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the terms of the Fourth Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, First Amendment, Second Amendment, and Third Amendment not changed by this Fourth Amendment remain the same, unchanged, and in full force and effect.

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

12

RESOLUTION NO. 19-592

IN THE MATTER OF APPROVING THE CONTRACT FOR THE PURCHASE OF TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract for the purchase of transportation services between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract for the purchase of transportation services between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board:

**CONTRACT
for the PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
DELAWARE COUNTY TRANSIT BOARD**

This Contract is entered into this 20th day of June, 2019 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 145 North Union Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter, "PROVIDER") whose address is: 119 Henderson Court, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides transportation services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for transportation services using the following funding streams:

- Medicaid CFDA #93.778
- Temporary Assistance for Needy Families (TANF) CFDA #93.558
- TANF Purpose #1
- Title XX CFDA #93.667
- Food Assistance Employment and Training (FAET) CFDA #10.561; and,

WHEREAS, PROVIDER is willing to provide such services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide transportation services (hereinafter collectively "Services") for DCDJFS customers. Services to be provided, service rates, and forms to be used for such Services are respectively described in detail and/or set forth in:

- PROVIDER'S Completed RFP # 01-CY19 Proposal Form, dated May 21, 2019.
- PROVIDER'S Vehicle Fleet, dated 05/22/19.
- Service Contract Standards, dated 06/03/19
- Contract Negotiated Points, dated 06/03/19

2. TERM

July 1, 2019 through June 30, 2020. By mutual consent, the DCDJFS and PROVIDER may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement

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of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between DCDJFS, the state of Ohio and/or the federal government, as well as satisfactory performance by the PROVIDER, and is subject to approval by DCDJFS, with renegotiation to be initiated by DCDJFS before the expiration of the existing year-long contract.

3. SCOPE OF SERVICES/DELIVERABLES

PROVIDER'S Completed RFP # 01-CY19 Proposal Form, dated May 21, 2019.
PROVIDER'S Vehicle Fleet, dated 05/22/19
Service Contract Standards, dated 06/03/19
Contract Negotiated Points, dated 06/03/19

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of One Hundred Forty Thousand Dollars and No Cents (\$140,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Forty Thousand Dollars and No Cents (\$140,000.00).

4. AWARD INFORMATION

Medicaid CFDA #93.778
Temporary Assistance for Needy Families (TANF) CFDA #93.558
TANF Purpose #1
Title XX CFDA #93.667
Food Assistance Employment and Training (FAET) CFDA #10.561; and,

6. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

7. DUPLICATE BILLING/OVERPAYMENT

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PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above-named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

13. INDEPENDENT CONTRACTOR

The Parties are public employers as defined in R.C. § 145.01(D). Each Party has classified the other as an independent contractor or another classification other than public employee. As a result, no contributions will be made by either Party to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the other Party and/or any of the other Party’s boards, board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Each Party acknowledges and agrees that, in accordance with R.C. § 145.038(A), that it has been informed by the other Party of such classification and that as provided herein no contributions will be made to

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OPERS.

14. INDEMNIFICATION

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement.

15. INSURANCE

PROVIDER agrees to carry and maintain throughout the life of this Agreement such insurance as will protect it and its employees against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of this Agreement.

PROVIDER agrees to provide an insurance certificate listing the Delaware County Board of County Commissioners as the Certificate Holder and an Additional Insured Party.

16. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

17. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

18. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party

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representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

19. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

20. CIVIL RIGHTS

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

21. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. FAIR HEARING

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

23. DRUG-FREE WORKPLACE

PROVIDER agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

24. FINDINGS FOR RECOVERY

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves

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or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

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It will comply with “Rights to Inventions” clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26. Sub-Contracting

Sub-Contracting by the Provider is permitted under this contract. All sub-contractors performing the work described in this contract must be held to the same standards and obligations as the Provider has agreed to.

Prior to the commencement of this contract, PROVIDER shall submit a written request to DCDJFS for approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor’s name, address, and phone number, and a statement of the work to be performed by that subcontractor. PROVIDER agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. PROVIDER further agrees not to grant any unapproved subcontractor access to any DCDJFS or county facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity PROVIDER will use to do work under this contract, PROVIDER shall have an ongoing duty to notify DCDJFS of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. PROVIDER shall use good faith, reasonable efforts to resolve any such issues to DCDJFS’s satisfaction. DCDJFS, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

PROVIDER’s failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, DCDJFS shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, DCDJFS may, at its option, choose to withhold any further payments due until PROVIDER complies with the obligations of this section. Nothing in this contract shall be construed as giving DCDJFS the right to direct or control the work of PROVIDER or its employees, agents, or subcontractors.

27. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

28. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

<p>PROVIDER: Denny Schooley Executive Director Delaware County Transit Board 119 Henderson Court Delaware, Ohio 43015</p>	<p>Delaware County Job and Family Services Robert A. Anderson Director Delaware County Job and Family Services 145 North Union Street, 2nd Floor Delaware, Ohio 43015</p>
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29. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

30. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware

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County, Ohio.

31. SEVERABILITY

If any item, condition, portion, or section of this contract 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 contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

32. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

33. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal's behalf.

35. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

**SERVICE CONTRACT STANDARDS
Revised 06/03/19**

DEFINITIONS

Annual Client/Customer Contract: A transportation service agreement between DATA Bus and an agency or company that desires transportation for their clients or customers on an on-going basis with trips occurring at least monthly.

Event Contract: A transportation service agreement between DATA Bus and an agency or company that desires group transportation for their clients, customers, or employees with each scheduled trip having the same origin and destination point for all passengers.

Adjacent County: A county that is adjacent to Delaware County which includes Franklin, Knox, Licking, Marion, Morrow and Union Counties.

Non-Adjacent County: all counties in the state of Ohio that are not considered Delaware County or an *adjacent county*.

Basic Trip: A one-way trip for one passenger where the origin and destination are both within Delaware County.

Regional Trip: A one-way trip for one passenger where either the origin or destination trip end is in Delaware County and the other trip end is in an *adjacent county*.

State Trip: A one-way trip for one passenger where either the origin or destination trip end is in Delaware County and the other trip end is in a *non-adjacent county*.

Single-Leg Trip – (Abbreviated SL) A trip for one passenger where the passenger begins the trip from an origin point in Delaware County to a destination point in an adjacent county and the passenger's return trip back to Delaware County is expected to occur in less than one hour from the original destination time.

Multi-Leg Trip – (Abbreviated ML) A trip for one passenger where the passenger begins the trip from an origin point to a destination point and then from that destination point to another destination point for a brief period of time when the vehicle waits and then the trip continues to another destination point or the original origin point. IE: A trip from home to a medical facility and then from the medical facility to a pharmacy to get a prescription and then return home.

ML Trip – An *ML Trip* for one passenger where all origins and destinations are within Delaware County.

Regional ML Trip: Same as an *ML Trip* except that one or more destinations or origins are in an

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adjacent county.

State ML Trip: Same as an *ML Trip* except that one or more destinations or origins are in a *Non-adjacent county*.

Group Trip (Event Contracts Only): A trip for more than one passenger using one vehicle where the origin and destination are within Delaware County or an *adjacent county*.

Prohibited Trip: A single trip where both the origin and destination are outside of Delaware County except as identified in ML type trips. DATA Bus cannot provide this type of service due to regulations. At least one trip end must be within Delaware County.

Minimum Trip: A one-way trip for one passenger where the origin and destination are both within Delaware County and the total mileage from the origin to the destination is 4 miles or less.

Non-Penalty Cancellation: A Cancellation that occurs before 12:00 PM noon of the day prior to the scheduled trip date.

Penalty Cancellation: A Cancellation that occurs after 12:00 PM noon of the day prior to the scheduled trip date.

No-Show: A one-way trip that is scheduled but does not occur due to one of the following reasons:

1. The trip is cancelled within one-hour of the scheduled origin time or,
2. The passenger refuses to take the trip after the vehicle has arrived or,
3. The passenger does not board the vehicle at the location

Loaded: A passenger is physically on board the vehicle.

Unloaded: A passenger is not physically on board the vehicle.

Personal Care Attendant (PCA): An additional passenger that is required to accompany the primary passenger for assistance due to a physical or cognitive impairment where the primary passenger and the *PCA* both have the same origin and destination point.

Companion: An additional passenger that accompanies the primary passenger where the primary passenger and the *Companion* have the same origin and destination point. IE: A child traveling with his/her parent.

STANDARD BILLING RATES (Annual Client Contracts)

Trip:	\$3.25 per loaded mile
Minimum Trip Charge:	\$13.00 per trip (4 miles or less within Delaware County)
Regional Trip:	\$1.08 per loaded minute. Billing is based on Google time from origin point to destination point.
State Trip:	\$1.08 per loaded and unloaded minute. Billing is based on Google time from origin point to destination point plus actual wait time plus Google time from the origin to destination of the return trip.
SL Trip:	\$1.08 per loaded and unloaded minute. Billing is based on Google time from origin point to destination point plus actual wait time, to a maximum of one hour, plus Google time from the origin to destination of the return trip.
ML Trip:	\$3.25per loaded mile or <i>Minimum Trip Charge</i> plus actual wait time at second leg of trip billed at \$1.08 per minute.
Regional ML Trip:	\$1.08 per loaded and unloaded minute. Billing is based on Google time from origin point to destination point plus actual wait time plus Google time from the origin to destination of the return trip.
State ML Trip:	\$1.08 per loaded and unloaded minute Billing is based on Google time from origin point to destination point plus actual wait time plus Google time from the origin to destination of the return trip.
Penalty Cancel:	\$13.00 per day. If this is the first leg of a round trip, the second leg will be automatically cancelled unless notified otherwise.

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- No-Show:** \$3.25 per mile as measured from DATA Bus headquarters at 119 Henderson Ct to the Origin point. If this event occurs at the first leg of a round trip, the second leg will be automatically cancelled unless notified otherwise.
- PCA** No Charge
- Companion** No Charge for up to two companions when the origin and destination is the same as the primary passenger. Additional companions treated as an additional trip

STANDARD BILLING RATES (Special Event Group Contracts)

Group Trip: \$26.00 One-time contract development fee plus \$65.00 per vehicle per hour rounded to the nearest 15 minute increment. Billing time is based on Google time from DATA Bus headquarters at 119 Henderson Ct., Delaware until the vehicle returns to DATA Bus Headquarters. If the time between the destination time and the return time is less than one hour, the trip will be determined as one round trip and all time will be included. Otherwise, the trip will be determined as two one-way trips.

**CONTRACT NEGOTIATION POINTS
Revised 06/03/19**

Topic	DCTB Response
Wait Times	Wait times shall be documented and invoiced separately from total trip times.
Contract Standards and Definitions	Service definitions summarized in Delaware County Transit Board Service Contract Standards, dated 06/03/16, shall apply to this contract.
Vehicle Maintenance	Vehicles used to support this contract shall be maintained in accordance with Delaware County Transit Board Vehicle Maintenance Policy, dated 02/15/17.
Vehicle Fleet	Delaware County Transit Board vehicles summarized in the vehicle spreadsheet, dated 05/22/19, shall be available to provide service for this contract.
Safety and Security	The Delaware County Transit Board Safety and Security Emergency and Disaster Policy, revised March 2019, shall apply to this contract.

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

**13
RESOLUTION NO. 19-593**

IN THE MATTER OF PROCURING THE PURCHASE AND INSTALLATION FOR THE DELAWARE COUNTY SHERIFF’S OFFICE OF THE INTERCEPT SECURITY BODY SCANNER:

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

WHEREAS, the Delaware County Sheriff’s Office has expressed a need for the purchase and installation of the Intercept Security Scanning System, which is used for scanning inmates for contraband; and

WHEREAS, the required purchase and installation services are available for procurement through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to procure the services through the Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend Commissary monies for the procurement of goods and services to be used by the County Sheriff or his employees to install equipment that will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby approves the procurement of purchase and installation of the Intercept Security Scanning System.

Section 3. The Board hereby declares that the procurement of goods and services shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in STS-033, Contract # 534015, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff

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and the County Auditor.

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

14

RESOLUTION NO. 19-594

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A MOTOR VEHICLE FOR THE SHERIFF'S OFFICE:

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 motor vehicles 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 by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. 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 the estimated cost not to exceed \$25,000.00.

Section 2. This Resolution shall take effect immediately upon adoption.

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

15

RESOLUTION NO. 19-595

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR TEMPORARY PRIVATE LIFT STATION AND FORCE MAIN FOR RIVERSIDE HIGHLANDS AND THE SMITH FARM AT CARPENTER'S MILL SECTION 2 PHASE A & B:

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Temporary Private Lift Station and Force Main for Riverside Highlands and The Smith Farm at Carpenter's Mill Section 2 Phase A & B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Temporary Private Lift Station and Force Main for Riverside Highlands and The Smith Farm at Carpenter's Mill Section 2 Phase A & B for submittal to the Ohio EPA for their approval.

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

16

RESOLUTION NO. 19-596

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR THE COURTYARDS AT CLEAR CREEK SECTION 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for The Courtyards at Clear Creek Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider's Agreement for The Courtyards at Clear Creek Section 1:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of June 2019, by and between **Epcon Communities**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **The Courtyards at Clear Creek Section 1**

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Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements Plan for the Courtyards at Clear Creek Section 1**, dated **March 28, 2019**, and approved by the County on **April 22, 2019**, all of which are a part of this Agreement.

The Subdivider shall pay the entire cost and expense of the Improvements. The County shall reimburse Epcon Communities a portion of the construction cost through tap credits under the following terms:

- Installing 2,815 linear feet of 18" sewer = \$170,891.00
 - Reimbursement for 18" sewer installation will go down to \$143,988.00 if manhole 16 and downstream sewer construction is not complete by September 15, 2019.
- 200–300 cubic yards of rock excavation = \$16,000.00
 - Reimbursement for rock excavation will go down to \$0.00 if manhole 16 and downstream sewer construction is not complete by September 15, 2019.

Except as otherwise set forth herein, the maximum total reimbursement amount is **\$186,891.00**, which may only be used by the Subdivider within the Courtyards at Clear Creek Section 1 development. If the September 15, 2019 construction deadline is not met the total reimbursement amount is \$143,988.00, which may only be used by the Subdivider within the Courtyards at Clear Creek Section 1 development. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the sanitary facilities, such charge being a special exception to the established charge. In the event that more than 300 cubic yards of rock is encountered during excavation, the Subdivider may, within three (3) business days, submit a written request, with supporting documentation, to the County for an extension of time and/or an increase in the reimbursement provided herein. If the County determines, in its sole discretion, that the documentation supports the request for an extension of time and/or an increase in the reimbursement provided herein, then the County and Subdivider shall enter into a written amendment to this Agreement approving the extension and/or increase.

SECTION II: CAPACITY

There are **41** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$673,667.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvements Plan for the Courtyards at Clear Creek Section 1**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of (**\$17,037.00**). The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvements Plan for the Courtyards at Clear Creek Section 1** (**\$41,376.00**). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

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In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements Plan for the Courtyards at Clear Creek Section 1** as required by the County.

SECTION V: CONSTRUCTION

The Subdivider agrees that construction of manhole 16 and everything downstream of manhole 16 will be complete by September 15, 2019. The remainder of the public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two

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paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.

- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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RESOLUTION NO. 19-597

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE COTTAGES AT HYATTS FINAL PHASE AND SYCAMORE TRAIL:

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

WHEREAS, the construction of new sanitary sewers at The Cottages at Hyatts Final Phase and Sycamore Trail have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider's Agreements; and

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

The Cottages at Hyatts Final Phase

1,598 linear feet of 8-inch sanitary sewer mainline	\$115,855.00
31 ct. 8x6 wye fittings	\$5,642.00
168.5 linear feet of 6-inch diameter PVC risers	\$3,083.55
1,105.5 linear feet of 6-inch diameter PVC laterals	\$61,536.10
5 sanitary manholes	<u>\$20,815.00</u>
Total	\$206,931.65

Sycamore Trail

1,609 linear feet of 8-inch sanitary sewer pipe	\$ 6,021.40
130 linear feet of 18-inch jacked steel casing	\$ 41,990.00
Casing spacers, end seals, and pipe boot	\$ 1,069.46
18 ct. 8x6 wye fittings	\$ 735.30
797 linear feet of 6-inch diameter PVC laterals, risers, and fittings	\$ 2,257.31
9 sanitary manholes	\$ 11,130.04
Trenching and Excavation	<u>\$108,480.00</u>
Total	\$171,683.51

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

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

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

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

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

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RESOLUTION NO. 19-598

IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) appoints members to the Delaware-Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, the term for Beverly Endsloew has been vacated due to her resignation; and

WHEREAS, vacancies will exist for terms that will commence July 1, 2019, and will expire June 30, 2023;

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

Section 1. The Board hereby appoints Jann Heffner as a member of the Delaware-Morrow Mental Health & Recovery Services Board for an unexpired term ending June 30, 2022.

Section 2. The Board hereby appoints Dr. Lynette Cook and Lynn Stacy as members of the Delaware-Morrow Mental Health & Recovery Services Board to the terms expiring June 30, 2023.

Section 3. The appointments approved herein shall be effective on July 1, 2019.

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

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RESOLUTION NO. 19-599

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD AND THE BOARD OF TOWNSHIP TRUSTEES OF LIBERTY TOWNSHIP FOR INFORMATION TECHNOLOGY SERVICES TO THE TOWNSHIP:

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

WHEREAS, the County Auditor recommends approval of an Intergovernmental Cooperation Agreement with the Board of Township Trustees of Liberty Township for Information Technology Services to the Township;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an Intergovernmental Cooperation Agreement between the Delaware County Board of Commissioners, the Delaware County Automatic Data Processing Board, and the Board of Township Trustees of Liberty Township for Information Technology Services to the Township:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement (“Agreement”) is made and entered into this 20th day of June, 2019 by and between the Delaware

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County Automatic Data Processing Board and the Delaware County Board of Commissioners, whose address is 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the "County"), and the Board of Township Trustees of Liberty Township, Delaware County, Ohio, whose address is 101104 Brewster Lane Powell Ohio 43065, Liberty Road, Lewis Center, Ohio 43035 ("Township"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The Township desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology ("IT") services to the Township, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of Township IT services.

Section 3 – Division of Responsibilities

The Township shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the Township, supervise the work of the staff, and advise the Township regarding IT projects. By entering into this Agreement, the Township authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this Agreement.

The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The Township agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. Township and County agree there are currently three (3) virtual servers and ninety-one (91) user accounts, and the Parties understand that the number of virtual servers and user accounts may increase or decrease.

The Township shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service item, reimburse the County for the costs of personnel utilized in providing the service. County and Township acknowledge and agree that costs of personnel (salaries) will change as adjusted. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoices that include the monthly fee and any reimbursable hourly charges incurred for the previous month. The Township shall pay all invoices within thirty (30) days of receipt thereof.

Section 5 – Records

- 5.1 County and Township acknowledge and agree that Township data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to Township.
- 5.2 County and Township acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered Township records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.
- 5.3 However, to assist Township in meeting its responsibilities:
- (a) County will maintain full access by Township to the Township's data stored in its system.
 - (b) If County receives a public records request for Township records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Township Administrator as the individual responsible for response to requests for Township records. County will then immediately forward the request to the Township Administrator and advise them as to the circumstances of the request and its receipt.
 - (c) The County will provide technical assistance to the Township, as requested by the Township Administrator, in compiling and delivering Township data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Township data received or stored under this Agreement, it must make reasonable efforts to provide Township with prompt notice of such legal requirement prior to disclosure so that Township may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Township in reviewing such material for appropriate redaction prior to disclosure.

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- 5.5 Upon termination or expiration of this Agreement, County will return all Township data to Township and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one year, whereupon this Agreement shall then automatically renew for successive one (1) year terms, unless either Party gives written notice to the other Party, at least thirty (30) days prior to the expiration of the then-current term, that it does not intend to renew the Agreement at the expiration of the then-current term. This Agreement may only be amended or renewed in writing with the mutual consent and agreement of the Parties. Either County or Township may terminate the Agreement upon providing thirty (30) days written notice to the other Party.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the Township within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Township acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Township agrees to release the County from any liability or costs due to such disruption of service. Otherwise, the Parties acknowledge that they are political subdivisions of the State of Ohio and lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its employees, agent, and volunteers.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any

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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 in full force and effect.

EXHIBIT A

Provision by County of general IT services required for Township business including but not limited to:

1. Provision of dedicated file server for Township applications and data files
2. Provision of Township email
3. Provision of antivirus software (Township will pay for annual licenses)
4. Provision of a 400Mb shared Internet connection with the County
5. Provision of support of Extreme switches and access points at each location (Township will pay annual maintenance for equipment)
6. Provision of dedicated desktop support for Township owned equipment and Township users
7. The Township shall seek prior approval of the County Chief Technology Officer for any projects outside of Exhibit A, including but not limited to custom programming, prior to engaging IT staff.
8. Township Administrator shall be the Township’s primary contact for all communications and interactions with the Delaware County Automatic Data Processing Board, its director and staff for all specialized technical support and data processing services that are not considered to be routine maintenance or Help Desk support
9. By entering into this agreement, the Township authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this agreement.
10. By entering into this agreement, the Township agrees to maintain an annual maintenance agreement for Township access points, switches and antivirus software.
11. By entering into this agreement, the Township agrees to comply with any other reasonable security measures recommended by the Delaware County Data Center’s Chief Technology Officer.

EXHIBIT B

Name	hourly rate	hours	Total	OPERS	Medicare	Health ins	Wcomp	Total empr	Total
		worked		0.14	0.0145		0.01	cost	Cost
Curry Hoffman	31.25	1	\$ 31.25	\$ 4.38	\$ 0.45	\$ 3.78	\$ 0.31	\$ 8.92	\$ 40.17
Nick Hartsock	21.29	1	\$ 21.29	\$ 2.98	\$ 0.31	3.78	\$ 0.21	\$ 8.90	\$ 24.79
Jason Montgomery	32.08	1	\$ 32.08	\$ 4.49	\$ 0.47	\$ 11.32	\$ 0.32	\$ 16.60	\$ 48.68
Ron Clayton	26.9	1	\$ 26.90	\$ 3.77	\$ 0.39	\$ 11.32	\$ 0.27	\$ 15.75	\$ 42.65
Mike Massaro	23.08	1	\$ 23.08	\$ 3.23	\$ 0.33	\$ 3.78	\$ 0.23	\$ 7.58	\$ 30.66

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell
-Spoke to the Complete County Group this morning concerning the upcoming census. At the last census, Delaware County has an 84% completion rate.

Commissioner Benton
-The Legislative Update will take place tomorrow at 1:00 PM.

Commissioner Lewis
-Will be attending the State of the Townships luncheon today at SourcePoint.

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RESOLUTION NO. 19-600

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

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 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; for collective bargaining.

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

RESOLUTION NO. 19-601

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners