

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 24, 2019

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

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

1
RESOLUTION NO. 19-602

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 20, 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 20, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-603

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0621:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0621 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1903530	DELAWARE AREA TRANSIT AGENCY	TRANSPORTATION SERVICES 07 1 19-12 31 19	22411601 - 5355	\$70,000.00
R1903576	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	\$10,000.00
R1903659	SUEZ TREATMENT SOLUTIONS INC	UV MODULE PARTS - ALUM CREEK	66211900 - 5228	\$40,894.39

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

4
RESOLUTION NO. 19-604

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services department is requesting Lieutenant Shelly Gannon attend an Image Trend Connect training in Minneapolis, Minnesota from July 24-26, 2019 at the cost of \$1,850.00 (fund number 10011303).

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

5
RESOLUTION NO. 19-605

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MOLLY R. GWIN, REQUESTING ANNEXATION OF 0.912 ACRES OF LAND IN CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. Merrell, seconded by Mr. Benton to acknowledge that on June 18, 2019, the Clerk to the

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oard of Commissioners received a petition requesting annexation of 0.912 acres from Concord Township to the Village of Shawnee Hills.

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

**6
RESOLUTION NO. 19-606**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND INDOFF, INC.:

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

WHEREAS, the Records Center Coordinator and Deputy Administrator recommend approval of the services agreement between the Delaware County Board of Commissioners and Indoff, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the services agreement between the Delaware County Board of Commissioners and Indoff, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into this 24th day of June, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Indoff, Inc., 1608 Longbow Lane, Dayton, Ohio 45449 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 As used in this Agreement, “Services” shall include the description contained in this Section 1.1 and the description included in Exhibit A, attached hereto and, by this reference, fully incorporated herein. The Contractor will provide Services in connection with the following “Project”:

Provision and installation of two G12-90-X Gemtrac units in the Delaware County Records Center, 2079 U.S. 23 North, Delaware, OH 43015

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Records Coordinator as the Project Manager and agent of the County for this Agreement.

2.2 The Project Manager shall have authority to supervise, direct, or suspend the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.

4.2 For all Services described in Exhibit A, the lump sum fee shall be \$36,530.

4.3 Total compensation under this Agreement shall not exceed \$36,530 without subsequent modification.

4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

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County:

Name: Chris Shaw, Delaware County Records Center
 Address: 2079 U.S. 23 North
 Delaware, OH 43015
 Telephone: 740.833.2140
 Email: cshaw@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Roger Lucas
 Address of Firm: 1608 Longbow Lane
 City, State, Zip: Dayton, OH 45449
 Telephone: 937.371.7018
 Email: Roger.Lucas@indoff.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with Exhibit A.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 INDEMNIFICATION

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are

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available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 11.10 **Drug-Free Workplace:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

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RESOLUTION NO. 19-607**

IN THE MATTER OF AUTHORIZING THE DIRECTOR OF JOB AND FAMILY SERVICES TO EXERCISE OPTIONS TO EXTEND CERTAIN CONTRACTS AND TO EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE THEREOF:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approves various contracts for and on behalf of the Delaware County Department of Job and Family Services ("DCDJFS"); and

WHEREAS, certain contracts include options to extend the term of the contract at the option of DCDJFS upon written agreement of the contractor; and

WHEREAS, sections 329.04 and 329.05 of the Revised Code authorize the Board to delegate and assign powers and duties to DCDJFS and the DCDJFS Director;

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

Section 1. The Board hereby authorizes the Director of DCDJFS to exercise options to extend the contracts in the following table and to execute all necessary documents to effectuate the extensions:

**Delaware County Department of Job and Family Services
Active Contracts with Contract Extension Clauses
Revised 06/11/19**

Provider	Service Type	Contract Start Date	Contract Service Phase Initial 1st Extension 2nd Extension, etc.	Contract End Date (if all options to extend are exercised)
Community Teaching Homes	Residential Treatment	07/01/19	Initial	06/30/2022
Eastway Corporation	Residential Treatment	07/01/19	Initial	06/30/2022

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National Youth Advocate Program	Foster Care	07/01/19	Initial	06/30/2022
Oesterlen Services for Youth	Residential Treatment	07/01/19	Initial	06/30/2022
Young Star Academy	Residential Treatment	07/01/19	Initial	06/30/2022
Advantage Family Outreach & Foster Care	Foster Care	01/01/19	Initial	06/30/2021
Buckeye Ranch	Residential Treatment	04/01/19	Initial	06/30/2021
Northeast Ohio Adoption Services	Foster Care	04/19/19	Initial	06/30/2021
Quality Care	Residential Treatment	01/14/19	Initial	06/30/2021
The Bair Foundation	Foster Care	02/01/19	Initial	06/30/2021
Isaiah's Place	Foster Care	02/03/19	Initial	06/30/2021
The Village Network	Foster Care	04/01/19	Initial	06/30/2021
Marion Technical College	CCMEP/WIOA Youth Program	07/01/19	Initial	06/30/2022
Voiance	Language Interpretation	07/01/19	Initial	06/30/2021
Speakwrite	Verbal Transcription	05/01/19	Initial	04/30/2022

Section 2. The authorization provided in Section 1 hereof shall be strictly limited to exercising options to extend the contracts, and any amendments to the contracts requiring changes to any other terms or conditions of the contracts shall be submitted to the Board for consideration.

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

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

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RESOLUTION NO. 19-608

IN THE MATTER OF RANKING PROPOSALS RECEIVED FOR THIRD PARTY ADMINISTRATORS FOR THE DELAWARE COUNTY WORKERS' COMPENSATION PROGRAM:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") received a total of four proposals for workers' compensation third party administration services; and

WHEREAS, a selection committee has reviewed and evaluated the proposals received to determine the proposal that is most advantageous to Delaware County, consideration the evaluation factors and criteria; and

WHEREAS, the selection committee recommends ranking the top three proposals as follows: 1 – Sedgwick, 2 – PMA Companies, and 3 – Compensation Solutions, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby accepts and adopts the selection committee's ranking and authorizes entering into contract negotiations with Sedgwick, the firm that submitted the proposal ranked most advantageous to Delaware County.

BE IT FURTHER RESOLVED that, in the event contract negotiations with Sedgwick shall be terminated unsuccessfully, the Board authorizes contract negotiations with the next highest ranked firm, and so on, until a contract is successfully negotiated for the Board's consideration.

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

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ADMINISTRATOR REPORTS
Dawn Huston, Deputy Administrator

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-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-Attended the Legislative Update on Friday. The budget is due by the end of the month. The Indigent Defense has been fully funded in both the House and Senate. Internet Sales Tax is also included in the budget.

Commissioner Merrell

-Attended the Legislative Update on Friday. Bob Horrocks attended his last one as Director of SourcePoint.
-Attended the Powell Festival over the weekend.
-Will be attending the Faith-Based Initiative on Wednesday.

Commissioner Lewis

-Attended the Powell Festival on Friday.
-Will be attending the Faith-Based Initiative on Wednesday morning. Thank you to Sarah Dinovo for all of her assistance in coordinating with the Governor's office.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners