

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 26, 2019

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

Present:
Barb Lewis, President
Gary Merrell, Commissioner

Absent:
Jeff Benton, Vice President

1
RESOLUTION NO. 19-833

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 22, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 22, 2019; and

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

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

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

2
PUBLIC COMMENT

3
RETIREMENT TRIBUTE
Bobby E. Lavender, Jr.

4
RESOLUTION NO. 19-834

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0823 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0823:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0823, memo transfers in batch numbers MTAPR0823 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1904220	GUIDE STUDIO INC	WAYFINDING PROJECT	40111402 - 5403	\$32500.00
R1904343	PROFESSIONAL SERVICES INDUSTRIES INC	ASBESTOS ASSESSMENT - NORTH CAMPUS RENOVATIONS	42011440 - 5410	\$6810.00
R1904347	GILCO	GAS METERS FOR CONFINED SPACE ENTRY	66211900 - 5260	\$9125.32

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

5
RESOLUTION NO. 19-835

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Data Center is requesting that Paul Winters attend a Hyland User Conference: Community Live 2019 conference in Cleveland, Ohio from September 16-20, 2019 at the cost of \$1384.00

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The Data Center is requesting that Steve Lewis attend a Hyland Software Executive Conference in Cleveland, Ohio from September 15-17, 2019 at the cost of \$764.00.

The Emergency Medical Services Department is requesting that Captain Joe Farmer attend the ITLS Trauma Conference in Las Vegas, NV from November 12-17, 2019 at the cost of \$463.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Michele Heimann attend the Warrior Within class in Lewis Center, Ohio on October 5, 2019 at no cost.

The Emergency Medical Services Department is requesting that Lieutenant Jennifer Ransom attend an International Life Support Trauma Conference in Las Vegas, NV from November 12-18, 2019 at the cost of \$463.00 (fund number 10011303).

The Facilities Department is requesting that Robert Van Horn attend an Intellipak Roof Top Operation and Maintenance training in Columbus, Ohio November 7, 2019; at the cost of \$250.00 (fund number 10011105).

The Facilities Department is requesting that Kevin Miller and Jeff Doellinger attend an Air Conditioning and Refrigeration training in Columbus, Ohio October 28-29, 2019; at the cost of \$2,200.00 (fund number 10011105).

The Administrative Services Department is requesting that Sharrie Doubikin and Chris Shaw attend an Ohio County Archivists and Records Managers Association Meeting in Licking County October 18, 2019; at the cost of \$20.00 (fund number 10011103).

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

**6
RESOLUTION NO. 19-836**

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE WATSON-FORD #25 DRAINAGE IMPROVEMENT PETITION FILED BY SUBHAJIT AND JENNIFER L. DATTA AND OTHERS:

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

WHEREAS, on August 2, 2019, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Subhajt and Jennifer L. Datta and Others, to:

1. In Delaware County, Liberty Township, within the Watson-Ford #25 watershed and generally following but not limited to the course and termini of the existing improvements.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that **Monday, October 14, 2019, at 1:30P.M.** at the Office of the Board of County Commissioners, 101 N. Sandusky Street, Delaware, Ohio 43015 be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday, January 9, 2020 at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

**7
RESOLUTION NO. 19-837**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE BOARD OF DEVELOPMENTAL DISABILITIES:

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

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Supplemental Appropriation

49552506-5410 DODD Capital Improvements/Building and Improvements 14,494.85

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

8

RESOLUTION NO. 19-838

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY, LIEUTENANT SHELLEY PFAN ON THE OCCASION OF HER RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Deputy, Lieutenant Shelley Pfan will retire from the Sheriff’s Office through the PERS program and in good standing with the office; and

WHEREAS, the Deputy, Lieutenant Shelley Pfan’s assigned duty firearm, Gen 4, Glock Model 22, Serial Number WXT682 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy, Lieutenant Shelley Pfan to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy, Lieutenant Shelley Pfan for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy, Lieutenant Shelley Pfan accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

9

RESOLUTION NO. 19-839

IN THE MATTER OF APPROVING THE SIXTH EXTENSION OF MEMORANDUM OF UNDERSTATING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the Sixth Extension of Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY 2020;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Sixth Extension of Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio for a Mental Health Clinician FY 2020:

**Sixth Extension of Memorandum of Understating
Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware
County, Ohio, For a Mental Health Clinician
FY 2020**

This **Sixth Extension of Memorandum of Understanding** is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the “Board”) and the Sheriff of Delaware County, Ohio (the “Sheriff”).

Whereas, the parties previously entered into a Memorandum of Understanding (“MOU”) effective March 10, 2014, regarding the securing and funding of a position for a mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail, which MOU was extended for the period July 1, 2014 to June 30, 2015, for the period July 1, 2015 to June 30, 2016, for the period July 1, 2016 to June 30, 2017, for the period July 1, 2017 to June 30, 2018 and for the period July 1, 2018 to June 30, 2019.

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Whereas, the parties desire to extend the MOU for an additional term of one (1) year upon its expiration on June 30, 2019 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

1. Memorandum Term. The MOU is hereby extended following its expiration on June 30, 2019 for an additional term of one (1) year commencing on July 1, 2019 and continuing to June 30, 2020 (the Board's FY 2020). Attached hereto as *Exhibit "A"* and incorporated herein is a copy of the Memorandum of Understanding, effective March 10, 2014, including the *Proposal for a Mental Health Clinician for Delaware County Jail*.

2. Financial Contributions. The Board is responsible for making payment to Maryhaven in the amount of \$80,000, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of \$16,000. Attached hereto as *Exhibit "B"* is the Budget for the mental health professional position for FY 2020.

3. Obligations of the Parties. The parties agree to continue to provide the support and services as set forth in the MOU and such other services as they mutually agree will enhance the provision of mental health services at the Jail.

4. All Other Terms Remain in Effect. Except as modified herein, all terms and conditions of the MOU shall remain in full force during the period of this extension.

Now, Therefore, the undersigned agree to this Sixth Extension of Memorandum of Understanding.

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

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

10

RESOLUTION NO. 19-840

IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICE AGREEMENT EXTENSION:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the mental health emergency security and transport service agreement extension;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the mental health emergency security and transport service agreement extension:

**MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICE AGREEMENT
EXTENSION
(7/1/19 through 6/30/20)**

This Agreement is entered into by and between the **Board of Commissioners of Delaware County, Ohio** (hereinafter referred to as "County"), **Sheriff of Delaware County, Ohio** (hereinafter referred to as "Sheriff"), **Grady Memorial Hospital, Delaware, Ohio** (hereinafter referred to as "Hospital) and the **Delaware-Morrow Mental Health & Recovery Services Board**, (hereinafter referred to as "Board").

Recitals

WHEREAS, the parties hereto have previously entered into a mental health emergency security and transport service agreement extending through June 30, 2019 (hereinafter the "Agreement") and the parties desire to further extend the Agreement for an additional year; and

FURTHER WHEREAS, the collective bargaining agreement involving the Sheriff's Deputies established the rates for services of the type contracted from July 1, 2019 to December 31, 2019 at \$40.00 per hour and from January 1, 2020 to June 30, 2020 at \$40.00 per hour.

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement is hereby extended for an additional one (1) year term commencing July 1, 2019 and ending June 30, 2020 upon the same terms, conditions and considerations as in effect on June 30, 2019 and during the renewal term:

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The Sheriff Deputies performing services under this Agreement shall be paid by the Hospital at the rate of \$40.00 per hour effective July 1, 2019 to December 31, 2019, and from January 1, 2020 to June 30 2020 at \$40.00 per hour, subject to a three (3) hour minimum.

1. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$1.00 per hour above the rates as determined above.
2. The Board agrees to fund the compensation paid by the Hospital for the services provided under this Agreement subject to the existing contract maximum; twenty-thousand dollars (\$20,000).
3. Central Ohio Mental Health Center was originally included as an "Accommodating Party" to this Agreement. Central Ohio Mental Health Center ceased providing all services on March 31, 2017. Accordingly, the parties agree that Central Ohio Mental Health Center is no longer considered an "Accommodating Party" to this Agreement.
4. All of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable and all other terms and conditions of the Agreement shall remain in full force and effect during the term of this Service Agreement Extension.

IN EXECUTION THEREOF, the undersigned parties have set their hands on this extension through their duly authorized representatives on the dates indicated, with an effective date of **July 1, 2019**.

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

11
RESOLUTION NO. 19-841

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR GENOA TOWNSHIP POLICE STATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 Genoa Township Police Station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Genoa Township Police Station for submittal to the Ohio EPA for their approval.

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

12
RESOLUTION NO. 19-842

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MS CONSULTANTS, INC. FOR THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, the Board of Commissioners previously entered into a contract on June 19, 2017 with MS Consultants, Inc. for the Lower Alum Creek Relief Pump Station Project; and

WHEREAS, Amendment No. 1 authorizes additional trunk sewer design services; and

WHEREAS, Amendment No. 1 extends the contract end date to 12/31/21; and

WHEREAS, there is an increase to the contract cost in the amount of \$130,563.84; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with MS Consultants, Inc. for the Lower Alum Creek Relief Pump Station Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Professional Services Contract with MS Consultants, Inc. for the Lower Alum Creek Relief Pump Station Project:

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

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This Amendment No. 1 to the Original Agreement dated June 19, 2017 is made and entered into this 26th day of August 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and MS Consultants, Inc. (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Original Agreement, the Parties mutually agree to amend the Original Agreement as follows:

- A. The Services, as set forth in Section 1.3 of the Original Agreement shall be modified to include the additional services as set forth in Exhibit A and Attachments A and B attached hereto and, by this reference, fully incorporated into this Amendment No. 1.
- B. Sections 4.2, 4.3, and 4.4 of the Original Agreement shall be modified to include the additional compensation for the additional Services approved herein.

Pursuant to Section 7.3 of the Original Agreement, the Parties mutually agree to amend the Original Agreement by extending the completion date for the services to no later than December 31, 2021.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1.

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

13

RESOLUTION NO. 19-843

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR EVANS FARM SECTION 2 PHASE A PART 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Evans Farm Section 2 Phase A Part 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Evans Farm Section 2 Phase A Part 1:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 26th day of August 2019, by and between **Evans Farm Land Development Company, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”), 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 Part 1 of the **Sanitary Sewer Improvement Plan for Evans Farm Section 2, Phase A, Part 1 & Part 2.1**, dated **July 1, 2019**, and approved by the County on **July 22, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **20** 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

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal

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to the cost of construction (\$71,318.00) 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.

- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

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 Part 1 of **Evans Farm Section 2, Phase A, Part 1 & Part 2.1**.

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 **Sanitary Sewer Improvement Plan for Evans Farm Section 2, Phase A, Part 1 & Part 2.1 (\$2,496.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of Part 1 of **Evans Farm Section 2, Phase A, Part 1 & Part 2.1 (\$6,062.00)**. 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Part 1 of **Evans Farm Section 2, Phase A, Part 1 & Part 2.1** as required by the County.

SECTION V: CONSTRUCTION

All 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 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 any negligent acts, errors or omissions of the Subdivider, its employees, agents, or contractors, or any other person for whose acts any of them may be liable.

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.

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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 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 Mrs. Lewis Aye Mr. Benton Absent

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RESOLUTION NO. 19-844

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE

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DELAWARE COUNTY COMMISSIONERS AND THE BERLIN TOWNSHIP BOARD OF TRUSTEES, AND DECKER CONSTRUCTION COMPANY FOR THE BERLIN TOWNSHIP SIDEWALK/CURBCUT IMPROVEMENTS: PIATT MEADOWS:

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

**Berlin Township Sidewalk/Curbcut Improvements: Piatt Meadows
Bid Opening of July 16, 2019**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Decker Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners, the Berlin Township Board of Trustees and Decker Construction Company for the project known as Berlin Township Sidewalk/Curbcut Improvements: Piatt Meadows;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Decker Construction Company for the Berlin Township Sidewalk/Curbcut Improvements: Piatt Meadows, as follows:

CONTRACT

THIS AGREEMENT is made this 26th day of August, 2019 by and among **Decker Construction Company, 3040 McKinley Avenue, Columbus, Ohio 43204** (hereinafter called the "Contractor"), the **Delaware County Commissioners** (hereinafter called the "Owner"), and the **Berlin Township Board of Trustees** (hereinafter called the "Township").

The Contractor, the Township, and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"Berlin Township Sidewalk/Curbcut Improvements: Piatt Meadows"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Eighty-Eight Thousand Nine Hundred Fifty-Three Dollars and Five Cents (\$88,953.05)***, subject to additions and deductions as provided in the Contract Documents. The Township shall pay to the County the Township's share of the project cost, which shall be any amount that exceeds the approved CDBG grant allocation of ***Forty-Nine Thousand Four Hundred Dollars and Zero Cents (\$49,400.00)***.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

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RESOLUTION NO. 19-845

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U19-137	Aspire Energy	Gorsuch Road	Install gas line in ROW
U19-138	Spectrum	Center Village Road	Place cable in ROW

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

16

RESOLUTION NO. 19-846

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to undertake the project known as Plumb Road Over Unnamed Stream Bridge Replacement (Project ID: DEL-TR105-0.75) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of the Plumb Road bridge over an unnamed stream in Berkshire and Genoa Townships, Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
K Quick Family Limited Partnership	1-SH	\$2,742.00

The parcel identifier listed in the table above is taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriation deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Staff Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

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RESOLUTION NO. 19-847

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IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct highway improvements to the intersection of Worthington Road and Africa Road (Project ID: DEL-CR13-1.65) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Worthington Road and Africa Road in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Richard E. Glover & Karen S. Glover	6-SH, T	\$53,145.00
Daniel J. Flynn	8-SH, T	\$11,851.00
Wendy L. Roush	20-SH, T1, T2	\$53,563.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Staff Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

**18
RESOLUTION NO. 19-848**

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICE, INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY’S WORKERS COMPENSATION SELF-INSURED PROGRAM:

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

WHEREAS, the Deputy County Administrator recommends the service agreement with Sedgwick Claims Management Service, Inc. to provide claims administration services for Delaware County’s Workers Compensation Self-Insured Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the service agreement with Sedgwick Claims Management Service, Inc. to provide claims administration services for Delaware County’s Workers Compensation Self Insured Program:

SERVICE AGREEMENT FOR ADMINISTRATION OF

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A CLAIMS PROGRAM

This Agreement is entered into effective the 1st day of September, 2019, by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”) and Delaware County Board of County Commissioners (“Client”).

RECITALS

1. Client self-insures its claims administration program for workers compensation risks and desires to have Sedgwick provide the specific services set forth below in connection with such self-insured program (the “Program,” as defined on Exhibit A, attached hereto).
2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. Services to Be Performed by Sedgwick: Sedgwick agrees to perform the following services:

A. With regard to Claims Administration, Sedgwick shall:

- (1) During the term of this Agreement, review all claim and loss reports received from Client that are required to be reviewed under the Program (a “Qualified Claim”), and process each such claim or loss report in accordance with applicable statutory and administrative regulations;
- (2) Conduct an investigation of each Qualified Claim to the extent deemed necessary by Sedgwick in the performance of its obligations hereunder;
- (3) Arrange for independent investigators, appraisers, or medical or other experts to the extent deemed necessary by Sedgwick in connection with processing any Qualified Claim;
- (4) Pay benefits, expenses, and adjust or settle each Qualified Claim, but only if in the sole judgment of Sedgwick such payment would be prudent for Client and the anticipated amount thereof does not exceed the limit specified in accordance with paragraphs 2F and 2G below, or as Client specifically approves or directs such action in writing;
- (5) Maintain a file for each Qualified Claim which shall be the property of Client (for self-insured claims) or insurer (for insured claims) and which shall be available for review by Client during normal business hours upon three (3) days prior written notice;
- (6) Notify Client’s first layer of insurance coverage for each Qualified Claim where the values may exceed Client’s retention, providing such insurer with necessary information on the current status of those claims, unless relieved of this obligation by Client pursuant to paragraph 2A;
- (7) Assist Client’s counsel, if requested, in preparing the defense of litigated cases arising out of Qualified Claims, negotiating settlements and pursuing subrogation or contribution actions;
- (8) Maintain a current estimate of the expected total cost of each Qualified Claim which is based on facts known at the estimation date, but is not trended or actuarially developed;
- (9) Use a proprietary data management system to furnish to Client agreed upon loss and information reports. These reports shall contain information such as each Qualified Claim date, condensed claim description, payments made, estimated future costs and total expected costs of all Qualified Claims, as well as summary and other data deemed relevant by Sedgwick, but not IBNR (incurred but not reported) claims or actuarially developed loss values; and
- (10) Annually report federal, state and local 1099 information under Sedgwick’s tax identification number(s) for vendor payments issued by Sedgwick on bank accounts established and managed by Sedgwick on behalf of Client, but not for payment authorizations when Sedgwick does not issue the checks. Client recognizes and agrees that any earnings credits realized on the account(s) will be utilized to offset banking analysis fees related to any Sedgwick managed claim fund account. To the extent that earnings credits do not off-set all bank account fees, Client shall pay the additional bank account fees due.

- B. Sedgwick will provide managed care services as set forth in the attached Managed Care Service Schedule.

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- C. Sedgwick will provide the call center services as set forth in the attached Call Center Service Schedule.
 - D. Sedgwick shall provide the special investigative unit (SIU) services set forth in the attached SIU Service Schedule.
 - E. Sedgwick shall provide Client with the capability to perform searches in a database which contains information regarding Client's Qualified Claims as set forth in the attached OSHA Database Service Schedule.
 - F. Sedgwick will provide the Ohio Hearing Representative services as set forth in the attached Ohio Hearing Representative Service Schedule.
 - G. Sedgwick will provide the MMSEA/SCHIP Reporting services as set forth in the Medicare Reporting Services Schedule attached hereto.
 - H. Sedgwick will provide additional Medicare compliance services as set forth in Medicare Compliance Schedule(s) attached hereto.
2. Obligations of Client:
- A. Client shall provide Sedgwick in a timely manner with its first layer of insurance coverage for the policy years necessary for proper notification of applicable Qualified Claims to such first layer insurers by Sedgwick. Should Client fail to provide this information, Sedgwick shall be relieved of any such reporting obligations.
 - B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part of this Agreement, plus applicable taxes, if any.
 - C. Client shall at all times provide funds adequate for the payment of Qualified Claims, including allocated loss adjustment expenses. For purposes of this Agreement, allocated loss adjustment expenses shall mean all costs, charges or expenses incurred by Sedgwick, its agents or its employees which are properly chargeable to a Qualified Claim including, without limitation, court costs; fees and expenses of attorneys; appeal bonds; independent adjusters; investigators; appraisers; vocational services, training or evaluation; medical expenses and medical cost containment service providers (including those provided by Sedgwick, if applicable); durable medical equipment; rehabilitation services; experts and witnesses; fees for obtaining statements, diagrams, reports, records, documents, transcripts, depositions, index bureau filings and re-filings, and photographs; cost of file retrieval; cost associated with the pursuit of subrogation and/or Special Injury Fund claims; hearing representation services; and travel fees and expenses incurred at Client's request.
 - D. Client shall deposit funds for payment of Qualified Claims, including allocated loss adjustment expenses, in a bank account or accounts (the "Claim Account"). Client shall be responsible for providing sufficient funds to enable Sedgwick to write checks on the Claim Account for use in the payment of Client's Qualified Claims. Such funds shall be provided by electronic funds transfer at the inception of the Program and replenished by electronic funds transfer promptly from time to time thereafter. The amount of the escrow required for the Claim Account may be modified in the following instances:
 - (1) There is a substantial increase or decrease in claims payment activity;
 - (2) Client fails to fund the Claim Account within the agreed upon time period;
 - (3) There is a change in funding cycle;
 - (4) The escrow is recalculated at Client's request; or
 - (5) The escrow amount is automatically recalculated on an annual basis.
 - E. It is expressly understood that Sedgwick shall not be required to advance its own funds to pay losses or allocated loss adjustment expenses for any Qualified Claim hereunder. It is further understood that if Client fails to promptly provide funds sufficient to allow required payments to be made timely, or if funds previously provided by or on behalf of Client are seized, frozen or otherwise unavailable to Sedgwick to allow required payments to be made timely on account of the bankruptcy, receivership, or other insolvency proceeding of Client [or insurer, in cases where insurer funds claim account], Sedgwick will have no obligation to perform any claims payments services during any period of underfunding.

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- F. Sedgwick shall have full discretion to make an individual payment of an allocated loss adjustment expense in an amount up to \$25,000 on any Qualified Claim and shall not need the approval of Client to make such payments. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. It is agreed that Sedgwick shall have full authority and control in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims within the limit established by this paragraph.
- G. Sedgwick shall have no discretion to redeem, compromise or settle any Qualified Claim without the Client's approval of Client to consummate such redemption, compromise or settlement. This amount may be changed at any time by Client upon ten (10) days prior written notice to Sedgwick. Failure of Sedgwick to settle a Qualified Claim within such limit, however, shall not subject Sedgwick to any liability whatsoever in the event of an adverse judgment entered by any court or the settlement of such Qualified Claim for an amount in excess of such limit.
- H. Should Client fail to make timely payments of any service fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible, and may collect such fees from any loss fund that may be in Sedgwick's care, custody and control.

3. Discontinuance of Operations:

Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. Covered Jurisdictions:

This Agreement shall cover all operations of Client in the state of Ohio.

5. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on September 1, 2019 and ending on August 31, 2022.
- B. This Agreement may be terminated by either party at any time, provided that at least sixty (60) days prior written notice of the effective date of termination is given to the other party.
- C. Sedgwick is providing services to Client on a life of contract basis. If requested by Client, Sedgwick will continue to process Client's Qualified Claims remaining open at the expiration or termination of this Agreement, if any, provided that Client shall continue to make adequate funds available for the payment of such Qualified Claims, including any allocated loss adjustment expenses and pay information technology fees, data tape fees, program management fees, and any other applicable fees. This provision shall not apply unless the additional fee for this service shall have been negotiated and agreed to in writing prior to the effective date of termination.
- D. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for Qualified Claims (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick); provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them. Upon request and for the prevailing fees at the time of termination, Sedgwick will also provide its standard tape(s) containing the computer data for the Qualified Claim files stored on Sedgwick's computer system(s).
- E. Should Client terminate the Agreement for convenience within the first twelve months of the Agreement, the Client shall pay Sedgwick fees equal to three months of the service fees. Should Client terminate for convenience within the second twelve months of the Agreement, the Client shall pay Sedgwick fees equal to two months of the service fees. Termination fees are payable within thirty (30) days of the date of notice of such termination.

6. Practice of Law:

It is understood and agreed that Sedgwick will not perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law.

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7. Indemnification:

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Client agrees that Sedgwick, its officers, directors, employees and agents are not responsible for any and all losses, damages, claims, causes of actions, costs, judgments and expenses (including attorneys fees and costs) arising from, in connection with, or pertaining in any way to this Agreement unless and until a finding is entered to the effect that Sedgwick failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its elected officials, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.
- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client retains administration of a claim, Sedgwick, its officers, directors, employees and agents are not liable for the losses, damages, costs, judgments and expenses (including attorneys fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising from Client's acts or omissions in administering such claims.
- C. If Client's access to claim data includes the ability to add and modify data, Sedgwick shall not be required to verify, or otherwise be responsible for, the accuracy of data added or modified by Client.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Network Security/Confidentiality:

- A. If Client's access to the data management system requires a network connection (the "Network Connection") between Client's network and Sedgwick's network, Sedgwick and Client shall take reasonable and customary precautions to prevent unauthorized access to or use of the Network Connection through their respective networks. The parties agree, however, that each party is responsible for the security of its own network. Neither party shall be liable to the other for unauthorized access to the Network Connection, so long as the accused party shall have taken reasonable and customary precautions to prevent such unauthorized access.
- B. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
 - (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- C. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for Qualified Claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- D. The provisions of this section shall survive the expiration or termination of the Agreement.

9. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick

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Way, Memphis, TN 38125, in the case of Sedgwick, and to Workers/ Compensation / HR Coordinator, Delaware County Board of County Commissioners, 10 Court Street, 2nd Floor, Delaware, OH 43015 in the case of Client.

10. Successors:

This Agreement shall be binding upon and shall inure to the benefit of all transferees, assigns and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of the other party.

11. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

12. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of law principles. Any and all disputes between the parties arising under this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

13. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "force majeure"). Without limiting the generality of the foregoing, such contingency includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, [or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held](#), or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

14. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

Sedgwick shall act in performance of this Agreement as an independent contractor. As an independent contractor, Sedgwick and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Client, or any other appointing authority of Delaware County, Ohio.

16. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

17. Subcontractor Disclosure:

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Through contractual arrangements with subcontractors, Sedgwick provides a full range of medical management and investigative services to its clients, as well as structured settlements, claim indexing services, imaging, auto-bill adjudication, and extra-territorial claims administration services. Medical management services include, but are not limited to, bill review, network access, pharmacy benefits management, peer review, field case management, electro-medical devices, bone growth stimulators, orthotics, prosthetics, translation and interpretation, transportation, medical supplies, IV and respiratory therapy, home health, and durable medical equipment. Client recognizes and agrees that delivery of some of these services is being provided pursuant to separate agreements between subcontractors and Sedgwick. Invoices for these services will be paid as allocated loss adjustment expenses on individual claims, unless otherwise agreed between Client and Sedgwick. Notwithstanding the foregoing, Client agrees and understands that Client is obligated to make payment to the subcontractors either directly or by remitting such payment to Sedgwick, for any money due for subcontracted services which have been provided under this Agreement. Client acknowledges that Sedgwick receives a portion of charges for subcontracted services as reimbursement for cost of program management, administration, and technological and service enhancements. In no event will charges to Client exceed the amount indicated in the Agreement.

18. Insurance

Sedgwick shall carry and maintain throughout the life of the Agreement such bodily injury and property damage liability insurance as will protect it and the Client 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 Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described in the Agreement.

Prior to commencement of this Agreement, Sedgwick shall present to the Client current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which Sedgwick may or shall become legally obligated to pay as damages, but in an amount providing for at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Agreement.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Sedgwick may or shall become legally obligated to pay as damages, but in an amount providing for at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Agreement and/or used in providing services or otherwise for the Client, with coverage in an amount equal to that required by law and covering all sums which Sedgwick may or shall become legally obligated to pay as damages, but in an amount providing for coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The Client must be included as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide notice to the Client before any cancellation or non-renewal of insurance coverage in accordance with the policy provisions. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or decrease in liability amounts, a new certificate of insurance must be provided to the Client within seven (7) calendar days of change.

During the life of the Agreement, the Client may require Sedgwick to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of

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insurance within seven (7) calendar days of the request may be considered as default.

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

19. Equal Opportunity Employment

In fulfilling the obligations and duties of the Agreement, Sedgwick shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

Sedgwick shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

20. Drug-Free Workplace

Sedgwick agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. Sedgwick 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 at the workplace. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

Sedgwick Claims Management Services, Inc.

By _____

Title _____

Date _____

Delaware County Board of County Commissioners

Barb Lewis, President
Pursuant to Resolution No. 11-137 and
Resolution No. 19-_____

Date

Approved as to form:

Aric I. Hochstettler
Staff Attorney

Date

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Auditor of State that Sedgwick has no unresolved findings for recovery issued against it by the State of Ohio.

George Kaitsa
Delaware County Auditor

P.O. # : _____

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick is administering the self-insured workers compensation claims for Client as follows:

State Serviced: Ohio

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Sedgwick Servicing Office: Hilliard, Ohio

Insured Claims (if applicable):

A portion of Client's program is insured. Client shall provide the relevant policy information, including a complete copy of all applicable policies, as soon as reasonably practical after same becomes available.

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Bradley J. Euans
Delaware County Board of Commissioners
10 Court Street, 2nd Floor
Delaware, OH 43015
Telephone # 740-833-2127
Fax # 740-833-2119

On behalf of Sedgwick, this service program will be coordinated by:

Kelly Powers
Sedgwick Claims Management Services, Inc.
3455 Mill Run Drive, Suite 800
Hilliard, OH 43026
Telephone # 614-541-5253
Fax # 614-932-1832

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B

SERVICE FEES

Client shall pay the following fees on a life of contract basis for services provided during the term of this Agreement:

1. Claims Administration Fees:

- A. Client shall pay the following fees for claims received by Sedgwick during the period beginning September 1, 2019 and ending August 31, 2022:
- i. September 1, 2019 and ending August 31, 2020:
Self-Insured Claims Administration Fee: \$27,000.
 - ii. September 1, 2020 and ending August 31, 2021:
Self-Insured Claims Administration Fee: \$28,350.
 - iii. September 1, 2021 and ending August 31, 2022:
Self-Insured Claims Administration Fee: \$29,767.

This is a three (3) year contract, with an option to renew for an additional two-year (2) period upon mutual agreement between Sedgwick and Client.

- B. For purposes of this Agreement, an "Indemnity Claim" shall mean any workers' compensation Qualified Claim:
- For which a payment is made or reserve is posted under the indemnity portion (i.e. not medical and not expense) of the Qualified Claim or there is time lost from work;
 - For which an application for adjudication of a claim or hearing notice is received or otherwise involves litigation or communication from or to a petitioner's attorney;
 - Where incurred medical costs exceed \$3,000;
 - That is denied but otherwise would have been classified as Indemnity Claims;
 - For which Client requests to be investigated or classified as an Indemnity Claim;
 - That Sedgwick determines additional investigation is necessary to determine compensability, to comply with applicable laws, or both;
 - For which subrogation is investigated or pursued; or
 - That is open longer than twelve months.

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- C. For purposes of this Agreement, a “Medical Only Claim” shall mean any workers’ compensation Qualified Claim which is not an Indemnity Claim or an Incident Only.
- D. For purposes of this Agreement, an “Incident Only” shall mean claims reported by Client that require no payment or activity other than generating a record in the data management system. These claims carry no reserves and no contacts are made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.
- E. Client acknowledges that if an Incident Only Claim is converted to another claim type, then Client shall pay the difference in the per claim fee between the per claim fee already paid and the applicable per claim fee after the claim’s conversion.
- F. Client acknowledges that the per claim fees set forth in this section 1 are based on the assumption that Client will forward to Sedgwick all claims arising under the Program within the applicable time period in a covered jurisdiction. In the event that Client does not forward to Sedgwick all such claims, Sedgwick may in its discretion adjust the per claim fees accordingly.

2. Miscellaneous Charges

Client shall pay the following fees for services provided during the period beginning on September 1, 2019 and ending on August 31, 2022:

- A. September 1, 2019 and ending August 31, 2020:
 - a. Bank Reconciliation fee: \$1,545.
 - b. viaOne access, which includes three (3) view users, is provided at no additional charge. Additional access is available for a fee of \$360 per view user per year and \$1,723 per query user per year.
 - c. Ohio hearing representation in lieu of attorney fees including preparation, travel, expenses, attendance, and system notations will be allocated to the claim files at \$175 per hearing per claim.
- B. September 1, 2020 and ending on August 31, 2021:
 - a. Bank Reconciliation fee: \$1,545.
 - b. viaOne access, which includes three (3) view users, is provided at no additional charge. Additional access is available for a fee of \$378 per view user per year and \$1,809 per query user per year.
 - c. Ohio hearing representation in lieu of attorney fees including preparation, travel, expenses, attendance, and system notations will be allocated to the claim files at \$175 per hearing per claim.
- C. September 1, 2021 and ending on August 31, 2022:
 - a. Bank Reconciliation fee: \$1,545.
 - b. viaOne access, which includes three (3) view users, is provided at no additional charge. Additional access is available for a fee of \$397 per view user per year and \$1,899 per query user per year.
 - c. Ohio hearing representation in lieu of attorney fees including preparation, travel, expenses, attendance, and system notations will be allocated to the claim files at \$175 per hearing per claim.

3. Invoicing

Sedgwick shall submit its invoice for all other fees on a quarterly basis, in advance, based on an annual fee estimate. Shortly after the expiration of the contract year, or upon termination, Sedgwick shall compare the installment amounts paid by Client to the actual fee due. Client shall pay any additional fee due, or Sedgwick shall credit Client for any overpayment, as the case may be.

4. Care Management Fee Schedule

All claim administration fees and services contemplate the deployment of Sedgwick’s managed care services for all bill review and case management services. Managed care fees are detailed below. Fees may change from time to time upon 60 days written notice.

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Service	Rate
Medical bill review	
State fee scheduling/usual, customary and reasonable; state reporting of all medical bills	\$8.00 per bill all medical bills
Provider networks	
Preferred provider organization (PPO) networks	27% savings (excluding PBM Rx bills)
Bill negotiation savings: <ul style="list-style-type: none"> • Nurse review • Express reimbursement • Surgical Implants • Out of Network • Custom usual and customary review 	27% savings
Clinical services	
Clinical consultation	\$80 per call Implementation fee (one-time) — \$1,550 Pricing assumes Sedgwick best practice standard workflows and scripts. Customized workflows and scripts will incur additional fees.
Clinical consultation with intake (FROI)	\$105 per call Implementation fee (one-time) — \$1,550 Pricing assumes Sedgwick best practice standard workflows and scripts. Customized workflows and scripts will incur additional fees.
Sedgwick catastrophic oversight	\$260 per claim
Telephonic case management	Evaluation and recommendation \$150 one time; if claim is subsequently referred to telephonic case management (TCM), fee applied to the first month of TCM. <ul style="list-style-type: none"> • 1–30 days: \$395 • Every 30 days thereafter: \$295 Surgery nurse service charged at same TCM rates as outlined above. Surgery nurse app - \$75 per case
Utilization review	\$109 per review
Physician advisor/peer review	\$250 per review
Complex pharmacy management	Registered nurse management: \$115 per hour Physician and PharmD management (as needed): \$250 per hour or <ul style="list-style-type: none"> • First medication \$375 • 2 to 4 meds \$650 • 5 to 7 meds \$975 • 8 to 12 meds \$1,400 • More than 12 meds \$1,400 + \$100 per each additional med (script) with cap of \$2,200
Pain coaching	\$115 per hour
Return to work consultation	\$95 per hour Custom return to work program design, development or consultation
Nurse advocate	\$95 per hour Registered nurse outreach as designed by customer
Behavioral health specialist	\$110 per hour
Field case management: Full field	\$95 per hour, plus direct expenses <ul style="list-style-type: none"> • Catastrophic case management: \$140 per hour
Field case management: Clinical assessment	\$660: One visit \$795: Two visits
Field case management: Vocational screening/testing	\$695
Field case management: Vocational assessment	\$870
Field case management: Job analysis	\$640
Field case management: Ergonomic evaluation	\$710

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Service	Rate
Field case management: Labor market survey	\$580
Field case management: Automated transferable skill analysis	\$325
Field case management: Life care plan	\$145 per hour
Field case management: Expert witness/expert testimony	\$150 per hour
Field case management: Customized RTW services	\$143 per hour
Field case management: Medical cost projection	\$95 per hour
Field case management: Limited assignment	\$95 per hour
Field case management: MSA	\$135 per hour
Field case management: IME facilitation/attendance	\$95 per hour
Sedgwick managed care administrative services	
Sedgwick standard medical card	No charge
Standard provider panel postings	No charge
Custom mailings (EMS service)	Quoted upon request

5. SIU Service Fees

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Comprehensive background	\$450
Social media investigation	\$250
Canvassing services	\$250
Skip tracing/individual locate	\$175
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25/week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <u>Additional expenses to hourly rate:</u> <ul style="list-style-type: none"> • Report writing (up to 1/2 hour per day at standard surveillance rates) • Pre-surveillance investigation: \$85 • License plate searches : \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York
Video copies	\$60 per additional copy plus shipping
Field Services	
Activity Check Alive and Well Check* AOE/COE* Recorded Statement* Scene Investigation* Trial/Deposition	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York Mileage charged at IRS standard mileage rate
*These services are eligible for Virtual Interview technique	
Virtual Interview	\$85 per hour (2 hour minimum): All other states \$95 per hour (2 hour minimum): California, Hawaii and New York
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	

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Service name	Price
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting when warranted)	\$95 per hour
SIU intelligence program	Workers' compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

6. Subrogation and Other Recoveries:

- A. Upon Client's request, Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick seventeen and a half percent (17.5%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- B. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

7. Payment Terms

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

All fees are contingent upon claim management from the JURIS system.

MANAGED CARE SERVICE SCHEDULE

Client has chosen the following managed care services, as defined herein:

- (1) Provider Fee Management - The bill review process reviews bills against up-to-date and accurate mandated state fee schedules or the usual and customary ("UCR") data base, whichever is appropriate, to reveal excessive, duplicate, or inappropriate charges.
- (2) Preferred Provider Organization ("PPO") Networks - Sedgwick will arrange for access and channeling to national and regional PPO networks including specialty networks (Diagnostics, Physical Therapy, etc. under the managed care program in conjunction with the Provider Fee Management service.
- (3) Hospital Bill Review - Hospital or outpatient non-PPO bills will be reviewed by a nurse for possible errors or excessive charges relative to the patient's medical diagnosis at Sedgwick's or Client's request.
- (4) Out of Network Bill Review – Bills from out of network health care providers will be reviewed, and if appropriate a negotiation with the billing provider will be pursued. Additionally, inpatient and outpatient procedures that are not addressed by an individual state's fee schedule or UCR will be repriced to a geographically driven and cost to charge repricing database to determine appropriate reimbursement.
- (5) Specialty Usual and Customary Review – Sedgwick' vendors will apply geographic charges (fee for same procedure charged by other providers in same area) and cost to charge ratios (actual cost to provider for procedure or hospital stay v. amount charged) to determine reimbursement of medical services billed that are not addressed within the jurisdictional fee schedule or usual and customary reimbursement.
- (6) Field Case Management - Sedgwick will assign appropriate cases for field medical and vocational management services.
- (7) Utilization Review, which includes the following components:
 - (a) Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate or negotiate the necessity, setting, frequency, intensity and duration of care delivery.

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- (b) Concurrent Review - during the course of treatment, a review of treatment and planned procedures and establishment of target completion dates.
 - (c) Retrospective Utilization Review- a review post treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - (d) Peer Review - physician-to-physician contact to resolve treatment and diagnosis questions.
- (8) Prescription Services – Pharmacy program made available to Client’s employees whereby a network of pharmacies, local to Employer sites/employee residences will provide prescription medications related to the work related injury with no out of pocket expenses to the employee.
- (9) Pharmacy review services include a review of all current medications prescribed to the claimant as well as a review of over the counter medication being taken by the claimant. The purpose of the review is to evaluate whether the medications prescribed to and/or taken by the claimant are appropriate for treatment of the injury or ailment which is the subject of the underlying claim being administered by Sedgwick.
- (10) Telephonic Case Management services are described below and are available upon request and for an additional fee.
- (11) Complex file review (nurse review) - Hospital or outpatient non-PPO bills that meet specific, pre-established criteria may be reviewed by a nurse for possible errors or excessive charges relative to the patient’s medical diagnosis.

Additional Managed Care Services

Telephonic Case Management

Sedgwick will provide a telephonic medical case management program in which nurse case managers receive early notice of a worker's injury and telephonically manage the appropriate cases. Other elements of the Telephonic Case Management program include:

- The management phase includes ongoing return to work (“RTW”) and treatment plan management and negotiation. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities. By continuing to contact the injured worker, the provider, and the Client, case management is best able to facilitate early RTW and appropriate treatment.
- The case may go simultaneously to the assigned claim examiner and nurse or the Sedgwick claims professional will make initial contacts to determine compensability and triage based on preset triggers and/or the claims professional's judgment to determine if the case will be sent to a telephonic case management nurse.
- Throughout the telephonic case management process, telephone contact will be made with the provider, employee, and Client. Status reports will be provided, within seventy-two (72) hours, to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.

If, at the end of thirty (30) days, the case has not closed, the nurse case manager will contact the claims professional with a recommendation. At that time, the case will either:

- ◆ Close based on a decision by the claims professional
- ◆ Continue with case management on a month-to-month basis until closure and/or RTW and/or maximum medical improvement (MMI).
- ◆ Be referred for Field Case Management

Documentation of this contact will be transmitted electronically to the data management system.

- Sedgwick claims offices will receive standard, open, closed, referred, and savings reports. All information collected will allow for insured level, by office reporting. Client customized communication reports may carry an additional charge to be borne directly by Client. If this is the case, these charges will be detailed in a separate document to be agreed upon in writing between the parties.
- Also included in the telephonic case management product model are any required Prospective Utilization Review or Concurrent Utilization Review necessary to meet individual claim or statutory requirements. These product components are described below:
 - ◆ Prospective Utilization Review is a utilization review prior to treatment or admission conducted by an experienced registered nurse that can validate or negotiate the necessity, setting, frequency, intensity, and duration of care delivery.
 - ◆ Concurrent Utilization Review is the process of using experienced registered nurses to review planned procedures and treatments to optimize patient recovery in line with accepted clinical practice.

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- ◆ Prospective and Concurrent Utilization Review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.

Evaluation and Recommendation

The Sedgwick Evaluation and Recommendation program involves triage contact with the injured worker, treating physician and, if appropriate and necessary, Client, to determine treatment and return to work (“RTW”) plans and appropriateness for telephonic case management.

- In the evaluation and recommendation phase, a Sedgwick nurse will receive demographic and initial claims professional contact information and open the case. The treating physician will be contacted within forty-eight (48) hours to assess/determine the treatment and RTW plan, including any negotiation required to approve the treatment plan. The Client may also be contacted to assess/determine RTW opportunities.
- Status reports will be provided, within seventy-two (72) hours to the claims professional via documentation in the data management system as significant events (e.g., surgery, treatment plan updates, RTW status, etc.) occur in a case, and no less often than every thirty (30) days.
- Continued telephonic case management will proceed on only those cases in which clinical activities can assist in resolving medical or RTW issues at the discretion of the Sedgwick claims professional. These activities require regular contact with the injured worker, treating physician or therapist, and Client, as appropriate.

CALL CENTER SERVICE SCHEDULE

1. Sedgwick will perform the following call center services:
 - A. Provide to the Client a Fax number and Email address owned by Sedgwick to be used by Client for the submission of claims for the term of the Agreement between Client and Sedgwick regarding a claims administration program for Client’s Program as defined in Exhibit A.
 - B. Shall fill out the appropriate form as required by an applicable program or statute.
 - C. Provide a copy of the form to Client via fax, mail, or electronically as agreed with Client.
 - D. Provide a copy of the form via fax, or electronically to the Sedgwick office responsible for managing the loss, as necessary.
2. Client agrees that:
 - A. Client shall provide Sedgwick in a timely manner information to facilitate distribution of report copies by Sedgwick.
 - B. Client shall pay to Sedgwick a service fee which, in the initial term of this Agreement, shall be computed and payable as shown in Exhibit B, attached hereto and made a part hereof, plus applicable taxes, if any.

SIU SERVICE SCHEDULE

Sedgwick Special Investigations Unit (“Sedgwick SIU”) will provide centralized management of investigative service vendors and will maintain a national vendor list of approved service providers based upon client or local Sedgwick office preference. Sedgwick SIU will establish quality benchmarking and ensure its vendors are properly licensed and maintain insurance coverage as mandated in vendor agreements with these firms.

Sedgwick SIU will serve as a central referral and coordination unit providing the following SIU services for the fees itemized in Exhibit B:

1. Assessment services including case review, consultation, action plan development, state fraud filing, claim file demand and fraud packaging.
2. Field services including surveillance, activity checks, alive and well checks, and on-site investigations including recorded statements, AOE/COE, and scene investigations.
3. Research services including comprehensive background checks, internet searches, facility canvasses public records, skip tracing, criminal, civil and asset checks.
4. SIU compliance services including carrier and state annual reporting and fraud awareness training.
5. And, other services as outlined in Exhibit B.

OHIO HEARING REPRESENTATIVE SERVICE SCHEDULE

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Sedgwick will provide the following services:

1. The Sedgwick docketing department receives Notices of Hearing for all Client hearings scheduled statewide before the Ohio Industrial Commission. Sedgwick will provide Client with a special docket advising Client of its upcoming hearings before the Ohio Bureau of Workers' Compensation and Industrial Commission ("Hearings").
2. Sedgwick will assign a hearing representative ("Hearing Representative") to attend and present Client's position at all of Client's scheduled Hearings. Sedgwick will not assign a hearing representative to those hearings for which Client has advised Sedgwick that Client has retained legal counsel.
3. The Hearing Representative will review claim documents in the possession of Sedgwick as well as those materials made available by the Ohio Bureau of Workers' Compensation and the Ohio Industrial Commission.
4. The Hearing Representative will also review and be familiar with any case materials provided by the Client.
5. The Hearing Representative will review the Hearing Defense Plan and all relevant electronic claim notes entered by the Sedgwick claims examiners.
6. The Hearing Representative will present the Client's position at the Hearings and enter a post-hearing note in the electronic claims system to advise what happened at the hearing.

The fee for this service is itemized in the attached Exhibit B.

MEDICARE REPORTING SERVICES SCHEDULE

In order to assist the Client in fulfilling its Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8), Sedgwick will perform the following reporting services:

- I. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
- II. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.
- III. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. §1395y. Sedgwick will assist Client as follows:
 - a) As the custodian of the original claims information from which the reports will be compiled, Sedgwick will be an authorized Account Designee for Client. As an Account Designee, Sedgwick will prepare and submit test files to CMS in accordance with the requirements of the CMS Specifications.
 - b) Sedgwick will prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as instructed by Client.
- IV. Sedgwick will be responsible for payment of any and all fines assessed to Client in regards to compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
 - a) Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
 - b) Sedgwick did not receive information from Client that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

MEDICARE WORKERS COMPENSATION COMPLIANCE SERVICES SCHEDULE

In consideration for the Client's exclusive use of Sedgwick's Medicare Compliance Services, excluding where otherwise directed by the Client's insurer if applicable, Sedgwick agrees that the charges, as set forth below in the reduced fee schedules, will not increase during the initial term of the Agreement. After the initial term of the Agreement these fees may change from time to time upon sixty days prior written notice to Client.

No.	Service name and description	Price
1	Medicare Set-Aside (MSA): This comprehensive report is primarily used to assist the examiner in determining an appropriate amount of money to set aside for the benefit of Medicare at the time of settlement.	\$2,050 \$1,950
2	MSA without submission: This is a compact MSA report that will not be submitted to CMS for review.	\$1,750

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3	Zero dollar MSA Waiver: Preparation and submission of the \$0 MSA to CMS. This is only for DENIED cases where \$0 in medical and indemnity payments have been made.	\$1,200
4	Complex Medicare Set-Aside (MSA): Any MSA that includes more than 2 open claims to be included in the same report; or more than 200 pages of medical records. In addition to WCMSA fee.	\$650
5	MSA submission: Compiling, reviewing, analyzing and submitting necessary documentation to CMS for approval of an MSA.	\$720 \$650
6	Medicare Lien Resolution: Sedgwick’s CMS Lien Resolution program will assist the examiner in all facets of lien resolution. <ul style="list-style-type: none"> • No charge for liens under \$1,000. • Subsequent liens to the same file only charged at \$350. 	\$515 \$500
7	Medicare Advantage Lien Search: Sedgwick’s CMS Lien Resolution program will determine Medicare Advantage Organization and work with that organization to obtain conditional lien amount.	\$125
8	Medicare Advantage Lien Appeal: Sedgwick’s CMS Lien Resolution program will file an appeal with the Medicare Advantage organization for any unrelated charges.	\$250
9	Medical Cost Projection (MCP): A Medical Cost Projection (MCP) is similar to an MSA in that it projects the anticipated future medical care for a claimant.	\$2,250
10	MSA/MCP Combination Report: This product is a combination of the MSA and MCP. It includes one report that summarizes medical records and two spreadsheets.	\$3,300
11	MSA Update: All updates will be charged at a flat rate. Exception: MSAs older than 2 years may be charged the full MSA rate for an update.	\$615 per update
12	Social Security Disability Check: We will check to determine if the claimant has applied for or been accepted for Social Security disability benefits.	\$250
13	Rated Age Request: In certain circumstances, it may be necessary to secure a rated-age in order to minimize the MSA.	\$25

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

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

19

RESOLUTION NO. 19-849

IN THE MATTER OF APPROVING AN EASEMENT TO AMERICAN ELECTRIC POWER IN CONJUNCTION WITH THE RENOVATION OF THE HISTORIC COURTHOUSE:

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

WHEREAS, an easement to American Electric Power is necessary in conjunction with the renovation of the Historic Courthouse; and

WHEREAS, the Director of Facilities recommends that the easement be granted;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves granting the following easement to American Electric Power:

Easement & Right of Way

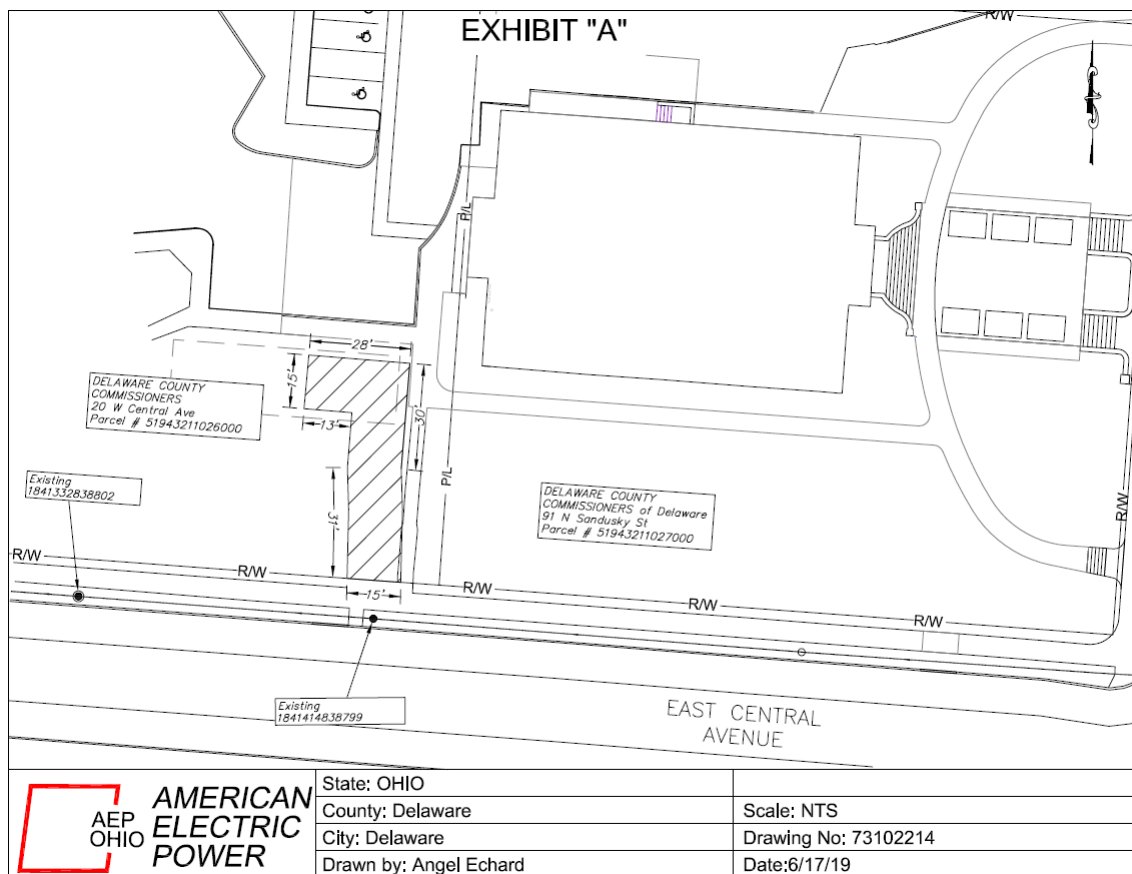
COMMISSIONERS OF DELAWARE COUNTY, “Grantor(s)”, in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Delaware, and in the City of Delaware, Section 4, Township 5, Range 19. Being Lot 42 of Delaware Town Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 2, page 23 and as described in Official Records Volume 3 Page 193 of the Delaware County Recorder's Office (Parcel # 519-432-11-026-000).

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Said lines and facilities shall be constructed within a certain strip of land fifteen (15) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.



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

21
RESOLUTION NO. 19-850

IN THE MATTER OF CHANGING THE TIME OF THE COMMISSIONERS' SESSION FOR MONDAY SEPTEMBER 9, 2019 TO 8:30A.M.:

It was moved by Mr. Merrell, seconded Mrs. Lewis to change the time of the Commissioners' Session for Monday September 9, 2019 to 8:30a.m..

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

22

RESOLUTION NO. 19-851

IN THE MATTER OF APPROVING A PROCLAMATION FOR THE RUTHERFORD B. HAYES PROJECT:

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

WHEREAS, the City of Delaware in the County of Delaware, Ohio, is the birthplace of President Rutherford B. Hayes, the 19th president of the United States of America; and

WHEREAS, we, the Board of Delaware County Commissioners, have been proud to support the Rutherford B. Hayes Comes Home project, which commissioned Ohio sculptor Alan Cottrill to create a statue of Rutherford B. Hayes; and

WHEREAS, we celebrate the installation of this statue in the heart of downtown Delaware where residents and visitors alike will recognize the valuable contribution that this community has made to our nation in the person of Rutherford B. Hayes; and

WHEREAS, we commend our citizens for their grassroots campaign to honor one of our most famous sons.

NOW, THEREFORE, BE IT RESOLVED that The Board of Commissioners, Delaware County, Ohio, does hereby encourage all its citizens to join us in celebrating October 4, 2019, as the day when Rutherford B. Hayes Comes Home.

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

23

ADMINISTRATOR REPORTS

Introduction of EMS Leadership Team

24

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-The new EMS Leadership Team is a prime example of teamwork.

Commissioner Lewis

-Congratulations to Shelly Pfan on her retirement.

25

RESOLUTION NO. 19-852

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration the purchase of property for public purposes.

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

RESOLUTION NO. 19-853

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

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Recess at 10:55 A.M./Reconvene at 11:27 A.M.

RESOLUTION NO. 19-854

IN THE MATTER OF APPROVING AN AMENDED AND RESTATED PURCHASE CONTRACT FOR PROPERTY SOLD PURSUANT TO R.C. 3313.41 BY AND BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE BOARD OF EDUCATION OF THE DELAWARE AREA CAREER CENTER:

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

WHEREAS, on July 27, 2017, the Board of Commissioners of Delaware County, Ohio (the "Board") adopted Resolution No. 17-777, approving a Purchase Contract for Property Sold Pursuant to R.C. 3313.41 with the Board of Education of the Delaware Area Career Center ("DACC"); and

WHEREAS, in order to correct an error in the legal description in the original purchase contract and to make additional revisions necessary to prepare for closing and consummation of the transaction on August 30, 2019, the Board and DACC have negotiated an Amended and Restated Purchase Contract, which DACC approved on August 21, 2019, per DACC Resolution No. 19-075; and

WHEREAS, the Board's Staff Attorney recommends approval of the Amended and Restated Purchase Contract and proceeding to closing on August 30, 2019;

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

Section 1. The Board hereby approves the following Amended and Restated Purchase Contract for Property Sold Pursuant to R.C. 3313.41 with DACC:

**AMENDED AND RESTATED PURCHASE CONTRACT
FOR PROPERTY SOLD PURSUANT TO R.C. 3313.41**

This Amended and Restated Purchase Contract for Property Sold Pursuant to R.C. 3313.41 (the "Agreement"), is entered into this 26TH day of August, 2019, by and between the Board of Commissioners Delaware County, Ohio (the "Grantee"), and the Board of Education of the Delaware Area Career Center (the "Grantor"); and

WHEREAS, in accordance with Sections 3313.41 and 3313.413 of the Ohio Revised Code, Grantor offered for sale certain parcels of real property more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Subject Property"); and

WHEREAS, on July 27, 2017, Grantee and Grantor executed a Purchase Contract for Property Sold Pursuant to R.C. 3313.41 (the "Contract"); and

WHEREAS, the Grantor and Grantee have agreed to amend and restate the Contract to correct the legal description of the Subject Property, to address the Farm Lease (defined below) on the Subject Property, and to address closing costs.

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, Grantor and Grantee hereby contract as follows:

1. Grantee will pay to Grantor the sum of \$1,770,000 (the "Total Purchase Price"), payable as follows: (a) a non-refundable deposit of \$250,000 which was paid on or before January 1, 2018; (b) a second non-refundable deposit of \$250,000 which was paid on or before June 1, 2018; and (c) the balance of the Total Purchase Price shall be payable at the time of the consummation and closing of this Agreement. The Total Purchase Price shall be full compensation for the Subject Property together with the fixtures, appurtenances, and furnishings related to the Subject Property, except for the items that Grantor and Grantee agreed are to be removed by Grantor. A complete list of all personal property to remain and to be removed from the Subject Property is described in Exhibit B attached hereto and by this reference incorporated herein.

2. Grantee will not under any circumstances advertise, or agree to sell or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Deed contemplated by this Agreement has been delivered to Grantee. If Grantee fails to abide with the terms of this section, then, at its exclusive option, Grantor may cancel the within contemplated sale and conveyance to Grantee and retain the deposit(s) that has/have been paid at the time of such failure.

3. Grantor represents that Doug Dawson ("Dawson") and Grantor entered into a verbal agreement allowing Dawson to grow and harvest crops on part of the Subject Property for the 2019 season (the "Farm Lease"). Grantee acknowledges and agrees that Dawson shall continue to grow and harvest his crops on the Subject Property until the earlier to occur of: (i) at such time as Dawson has harvested his crops for 2019; or (ii) November 30, 2019. Grantee further acknowledges and agrees that Grantor is entitled to certain monetary benefits from the Farm Lease,

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that those benefits will continue until the expiration of the Farm Lease, and that Grantee shall receive no rent or other proceeds related to the Farm Lease.

4. On the date of closing, Grantee shall pay the following:
 - (i) the balance of the Total Purchase Price to Grantor, which shall be paid by check from Grantor to Grantee;
 - (ii) any and all conveyance fees to the Delaware County Auditor that is required for the transfer of the Subject Property, if any;
 - (iii) the recording fee for recording the Deed (as hereinafter defined) with the Delaware County Recorder, if any; and
 - (iv) The amount of \$183.60 to Grantor as reimbursement to Grantor for payment of the 2019 O'Brien Ditch Maintenance Special Assessment that has been paid by Grantor through December 31, 2019.
5. On the date of closing, the transfer tax in the total amount of \$1.50 (\$.50 per parcel) to be paid to the Delaware County Auditor shall be paid by Grantor in the form of a credit against Grantee's closing costs.
6. Grantor, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Grantee. The conveyance instrument will be a quitclaim deed (the "Deed") that quitclaims all the rights, titles and interests of the Grantor in the Subject Property, except for the items specified on Exhibit B, attached hereto. Said Deed will be delivered to Grantee at the time of consummation and closing of this Agreement.
7. The consummation and closing of this Agreement will occur on or before August 30, 2019, but the parties may agree to extend such closing date.
8. Except as may be otherwise agreed upon between the parties, Grantee will not take possession of the Subject Property until the consummation and closing of this Agreement occurs.
9. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this Agreement is executed by the parties and the date on which this Agreement is consummated and closed, the parties hereto may, with the mutual consent of both parties, elect to proceed with the consummating and closing this Agreement, in which event Grantor will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement. If the parties do not mutually elect to proceed with the closing, the Grantor shall rescind this Agreement, in which event the parties will be released from all duties, obligations and liabilities created by this Agreement.
10. Grantor is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown. Both Grantor and Grantee are acting at arm's length to protect their own interests, and Grantee has and will use its own independent judgment concerning the sale and purchase of the Subject Property. Grantor does not make to Grantee, and Grantor expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.
11. Except as expressly set forth herein, Grantee assumes all environmental liability and responsibility with respect to the land and its improvements.
12. This Agreement may be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Grantor and Grantee.
13. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective heirs, executors, administrators, successors and assigns.
14. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if either delivered personally, delivered via nationally recognized overnight courier, or delivered by certified U.S. mail, postage prepaid and return receipt requested to the following address (or to such other address as either party may give notice of in writing):

If to Grantor: Delaware Area Career Center
4565 Columbus Pike
Delaware, OH 43015
Attention: Superintendent

If to Grantee: Delaware County Commissioners
101 North Sandusky Street

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Delaware, OH 43015
Attention: County Administrator

Notices shall be deemed received: (a) upon receipt if delivered by personal delivery; (b) the next day if delivered by overnight courier, or (c) upon receipt if sent by certified mail or (d) three (3) days after such notice has been placed in the mail if the receiving party has refused receipt thereof.

15. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures on this Agreement may be transmitted electronically (by facsimile or by scan/email) and such signatures will be deemed to constitute original signatures and have the same effect as original signatures.

16. This instrument contains the entire agreement between the parties with respect to the subject matter contained herein, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied with respect to the subject matter contained herein, other than herein set forth, shall be binding upon either Grantor or Grantee.

17. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Commissioners of Delaware County, Ohio and the Board of Education of the Delaware Area Career Center have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GRANTOR:

BOARD OF EDUCATION
DELAWARE AREA CAREER CENTER

By: Julie Wagner-Feasel
Its: President
Pursuant to Resolution No. 17-087 and
Resolution No. _____
Date: August _____, 2019

and

By: Christopher Bell
Its: Treasurer
Pursuant to Resolution No. 17-087 and
Resolution No. _____
Date: August _____, 2019

GRANTEE:

BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, OHIO

Barb Lewis, President of the Board
Pursuant to Resolution No. 11-137,
Resolution No. 17-777 and
Resolution No. _____
Date: August _____, 2019

Approved as to Form:

Staff Attorney
Board of Commissioners
Delaware County, Ohio

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AUDITOR'S CERTIFICATION

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that Grantor has no unresolved findings for recovery issued against it by the State of Ohio.

Date: August _____, 2019

George Kaitsa
Auditor, Delaware County, Ohio

EXHIBIT A

LEGAL DESCRIPTION

Situated in the State of Ohio, County of Delaware, and in the Township of Brown, and bounded and described as follows:

Being a part of Lots 19, 25 and 26, Section 3, Township 5 and Range 18, U.S.M. Lands; Beginning at an iron pin found over an old corner stone in the centerline of State Route 521 at the northeast corner of the Thomas Lands Subdivision, as recorded in Plat Book 7, page 69, Delaware County Recorders Office, being the northeasterly corner of the original 6.0 acre tract, as described in Deed Book 354, page 604; thence along the centerline of State Route 521, North 63° 10' East a distance of 2506.89 feet to a railroad spike set at the northwest corner of an 8.75 acre tract owned by Hazel McDonald, as described in Deed Book 246, page 471, Delaware County Recorders Office; thence along the West line of said 8.75 acre tract and the West line of 9.00 acre tract, as shown in the name of Ross McKee and recorded in Deed Book 284, page 41, Delaware County Recorders Office, South 7° 54' 05" West (passing over an iron pipe set at 36.50 feet) a total distance of 868.27 feet to an iron pipe set on the northeast corner of the 21.5 acre tract of land owned by Harold and Helen Lowry, as described in Deed Book 267, page 148, Delaware County Recorders Office; thence along the north line of said 21.5 acre tract, North 82° 30' 25" West a distance of 567.14 feet to an iron pipe set at the northwest corner of said 21.5 acre tract, also being on the lot line common to Lot 19 and Lot 25; thence along said lot line and West line of said 21.5 acre tract, South 7° 54' 05" West (passing over an iron pipe at 1620.00 feet), a total distance of 1650.00 feet to a railroad spike set in the centerline of County Road 84 (Bowtown Road) said point also being the southeast corner of Lot 25; thence along the centerline of said County Road 84 (being the south line of Lot 25 and 26), North 81° 55' 47" West a distance of 1467.47 feet to a railroad spike set on the southeast corner of a 1.00 acre tract of land owned by Elizabeth McAlpin, et al.; thence along the East line of said 1.00 acre tract, as described in Deed Book 354, page 604, and the easterly line of said original 6.0 acre tract, North 6° 33' 28" East (passing over an iron pipe set at 30.00 feet and another iron pipe at 1054.02 feet) a total distance of 1089.92 feet to the place of beginning. Containing 63.11 acres, more or less, of which 8.771 acres are in Lot 19, 34.887 acres are in Lot 25 and 19.953 acres are in Lot 26.

The above description being a new survey prepared by Franklin D. Stults, Registered Surveyor No. 4873 on March 5, 1973.

EXHIBIT B

**SURVEY OF ITEMS TO BE REMOVED AND TO REMAIN
UPON THE SALE OF THE SUBJECT PROPERTY
(SEE ATTACHED)**

Section 2. The Board hereby approves proceeding to closing and authorizes the County Administrator, or any other county official or employee designated by the County Administrator, to represent the Board at the closing and take all necessary actions to close and consummate the transaction.

Section 3. The Board hereby approves a purchase order and voucher to DACC in the amount of \$182.10 and hereby approves a purchase order and voucher to the Delaware County Auditor in the amount of \$1.50.

Section 4. The Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in conducted in compliance with the laws of the State of Ohio, including section 121.22 of the Revised Code.

Section 5. This Resolution shall be effective immediately upon adoption.

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

There being no further business, the meeting adjourned.

Gary Merrell

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners