

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 16, 2019**

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

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

1
RESOLUTION NO. 19-1229

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 12, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 12, 2019; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-1230

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1213 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1213:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1213, memo transfers in batch numbers MTAPR1213 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1902668 Commissioners	CSEA Indirect Cost	23711630-5380	\$3,200.00
P1902668 Commissioners	CSEA Indirect Cost	23711630-5335	\$3,985.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1905757	PELTON ENVIRONMENTAL PRODUCTS	DIFFUSERS - OECC	66211900 - 5201	62,183.200

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

4
RESOLUTION NO. 19-1231

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer's Office is requesting that employees of the Delaware County Engineer's office attend various trainings, business meetings, continuing education courses and conferences throughout 2020; at the cost of \$38,000.00 (motor/gas fund).

The Juvenile Court is requesting reimbursement for April Nelson's and Dodie Davenport's travel to the Association of Family and Conciliation Court meeting in Pittsburgh, PA from October 31-November 2, 2019 at the cost of \$310.00 (fund number 26526304).

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

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RESOLUTION NO. 19-1232

IN THE MATTER OF ALLOWING APPLICATIONS TO AMEND THE PETITION FOR THE WATSON-FORD #25 WATERSHED DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Subhajt and Jennifer L. Datta and Others filed a petition with the Clerk of the Board of Commissioners on August 2, 2019, in favor of certain improvements to the Watson-Ford #25 watershed drainage improvement (the "Petition"); and

WHEREAS, Jay M. and Cheryl L. Shumaker were not petitioners; and

WHEREAS, Mark Hope was not a petitioner; and

WHEREAS, Bruce and Sharon Blackston were not petitioners; and

WHEREAS, on December 2, 2019, before the end of the first hearing on the Petition, Jay M. and Cheryl L. Shumaker filed an Application for Amendment of the Petition to include 4993 Rutherford Road, Powell, Ohio 43065, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, on December 5, 2019, before the end of the first hearing on the Petition, Mark Hope filed an Application for Amendment of the Petition to include 1991 Ford Road, Delaware, Ohio 43015, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, on December 9, 2019, before the end of the first hearing on the Petition, Sharon and Bruce Blackston filed an Application for Amendment of the Petition to include 2097 Ford Road, Delaware, Ohio 43015, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Jay M. and Cheryl L. Shumaker, 4993 Rutherford Road, Powell, Ohio 43065; Mark Hope, 1991 Ford Road, Delaware, Ohio 43015; and Sharon and Bruce Blackston, 2097 Ford Road, Delaware, Ohio 43015, were listed in the Petition as owners of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Applications for Amendment;

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

Section 1. The Applications for Amendment of the Petition for the Watson-Ford #25 Watershed Drainage Improvement are hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, Jay M. and Cheryl L. Shumaker, 4993 Rutherford Road, Powell, Ohio 43065; Mark Hope, 1991 Ford Road, Delaware, Ohio 43015; and Sharon and Bruce Blackston, 2097 Ford Road, Delaware, Ohio 43015.

Section 3. The Amendments do not require additional notice under section 6131.07 of the Ohio Revised Code and do not require an additional view under section 6131.10 of the Ohio Revised Code.

(Applications are available in the Commissioners' Office until no longer of Administrative Value).

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

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RESOLUTION NO. 19-1233

IN THE MATTER OF APPROVING AMENDMENT NUMBER ONE TO AGREEMENT FOR 2018 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND DELAWARE COUNTY COMMISSIONERS:

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

**AMENDMENT TO AGREEMENT
FOR
2018 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)**

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**COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS**

AMENDMENT I

This is an Amendment to an existing Agreement, by and between the State of Ohio, acting by and through the OHIO DEPARTMENT OF AGRICULTURE ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and DELAWARE COUNTY COMMISSIONERS, 101 North Sandusky Street; Delaware, OH 43015 (hereinafter "Local Sponsor"), who hereby agree as follows:

Recitals

1. The original Cooperative Agreement was executed on April 17, 2018 (hereinafter "Agreement") granting funds to the Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2018.
2. Subsequent to the original Cooperative Agreement, a new biennium occurred. Therefore, Amendment 1 is necessary. Amendment 1 outlines the distribution of funds to specific landowners and increases obligated funds.
3. Prior to Amendment 1, total funds obligated equaled \$446,657. An additional \$244,785 became available to this local sponsor resulting in a new total of \$691,442. The available funds shall be dispersed as outlined in "Exhibit B -Property/Funds."

Pursuant to Article III of the Agreement which is attached hereto and incorporated herein as "Exhibit A," the parties agree in writing to amend this Agreement as follows:

II. SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The closing ("Closing") for the agricultural easements in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2021. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

III. TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in "Exhibit A - Scope of Work," shall be concluded by the Local Sponsor on or before June 30, 2021. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Section 3.1(b) below.

Delete paragraph 3.1(a), insert the following:

"This Agreement shall remain in effect until the work described in "Exhibit A - Scope of Work," is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2021. It may be renewed as provided for herein."

Delete paragraph 3.1 (b), insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein."

IV. ODA'S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

"Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$691,442.00 (Six Hundred Ninety-One Thousand Four Hundred Forty-Two Dollars and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to "Exhibit B -Property/Funds."

Exhibit A - Scope of Work

Delete paragraph F, insert the following:

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"The parties shall mutually agree to a closing date, but in no event later than June 30, 2021 unless otherwise agreed in writing by ODA."

Exhibit B - Property/Funds

Delete the template and insert the following item(s) attached:

- Jobrack, B (1) - Farm ID #10554
- Newhouse, G (41 ac - 2) -Farm ID #10555
- Newhouse, G (18 ac - 3) -Farm ID #10557
- Bright, M (4) -Farm ID #10567
- Sherman, R (5) -Farm ID #10553

Entire Agreement

This Amendment 1 and the existing Agreement, attached hereto and incorporated herein as "Exhibit A," constitute the entire Agreement between the Local Sponsor and ODA, and there are no other Agreements between them, either oral or written, which relate to the work to be performed under this Agreement.

**EXHIBIT B
PROPERTY/FUNDS**

(1)

Farm. ID:	10554
Owner:	Jobrack
Main Contact Information:	Beverlee Jobrack 6396 Porter Central Road Centerburg, Ohio 43011
Property Location:	Porter Central Road Centerburg, Ohio 43011
County:	Delaware
Township:	Porter
Parcel Number - Acres:	51640001079000 - 92.94 ac
	Total 92.94 ac
ODA Contribution Not to Exceed:	\$185,880.00

EXHIBIT B PROPERTY/FUNDS

(continued)

(2)

Farm ID:	10555
Owner:	Newhouse, G (41 ac)
Main Contact Information:	Gary Newhouse 2303 Wynbend Boulevard Powell, Ohio 43065
Property Location:	Ostrander Road Ostrander, Ohio 43061
County:	Delaware
Township:	Scioto
Parcel Number - Acres:	20040003009000 - 18.46 ac 20040004025000 - 23.06 ac
	Total 41.52 ac
ODA Contribution Not to Exceed:	\$83,040.00

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EXHIBIT B PROPERTY/FUNDS

(continued)

(3)

Farm ID:	10557
Owner:	Newhouse, G (18 ac)
Main Contact Information:	Gary Newhouse 2303 Wynbend Boulevard Powell, Ohio 43065
Property Location:	1335 Ostrander Road Ostrander, Ohio 43061
County:	Delaware
Township:	Scioto
Parcel Number - Acres:	20040004019001 - 18.884 ac
	Total 18.884 ac

ODA Contribution Not to Exceed: \$37,768.00

EXHIBIT B PROPERTY/FUNDS

(continued)

(4)

Farm ID:	10567
Owner:	Bright, M
Main Contact Information:	Michele Bright 5389 State Route 203 Radnor, Ohio 43066
Property Location:	State Route 203 Radnor, Ohio 43066
County:	Delaware
Township:	Radnor
Parcel Number - Acres:	6204001011000 - 102.917 ac 62030001002000 - 49.750 ac
	Total 152.667 ac

ODA Contribution Not to Exceed: \$305,334.00

EXHIBIT B

PROPERTY/FUNDS

(continued)

(5)

Farm ID:	10553
Owner:	Sherman, R
Main Contact Information:	Robert Sherman 9670 Moody Road Centerburg, Ohio 43011
Property Location:	16140 Peerless Road Centerburg, Ohio 43011
County:	Delaware

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Township:	Porter
Parcel Number - Acres:	51610001021000 - 6.37 ac 51610001186000 - 33.34 ac
	Total 39.71 ac

ODA Contribution Not to Exceed: \$79,420.00

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

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

**7
RESOLUTION NO. 19-1234**

IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH EAST RIDGE GROUP, LLC:

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC has transferred a portion of the Creekside Development to East Ridge Group, LLC, on June 26, 2019; and

WHEREAS, East Ridge Group, LLC, wishes to obtain the benefits of the Community Reinvestment Area agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with East Ridge Group, LLC:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the County of Delaware (the “County”), a political subdivision of the State of Ohio; Highdev II, LLC, an Ohio limited liability company (the “Property Owner”) and East Ridge Group, LLC, an Ohio limited liability company (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective December 28, 2017 (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

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

WHEREAS, pursuant to Resolution No. 17-997 adopted on September 25, 2017, the Property Owner and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain LIMITED WARRANTY DEED dated as of July 3, 2019 (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on June 26, 2019 (the “Transfer Date”) to the interest of the Property Owner (or a successor to the Property Owner) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

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WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”).

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

East Ridge Group, LLC
7340 Sancus Boulevard, Suite A1
Worthington, OH 43085
Attn: Qini Kear

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

COUNTY OF DELAWARE, OHIO
Delaware County Board Of Commissioners

PROPERTY OWNER
HIGHDEV II, LLC, An Ohio Limited Liability Company

SUCCESSOR
East Ridge Group, LLC, an Ohio limited liability company

ACKNOWLEDGMENT OF PROPERTY OWNER

The Property Owner (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Property Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Property Owner as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Property Owner that are contained in the CRA Agreement.

HIGHDEV II, LLC, an Ohio limited liability company

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EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of CRA Agreement
(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of Instrument Conveying the Transferred Property
(attached hereto)

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

8
RESOLUTION NO. 19-1235

IN THE MATTER OF APPROVING THE EXECUTION OF AN AMENDED COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE COUNTY OF DELAWARE, AND THE ROBERTS FAMILY GROUP OF COMPANIES, INC.:

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

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Liberty Township Community Reinvestment Area #04105788-01; and

WHEREAS, the Roberts Family Group of Companies desires to continue the use of a Data Center at 268 Greif Parkway (hereinafter referred to as "Project") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Community Reinvestment Area Amended Agreement with Roberts Family Group of Companies:

**COMMUNITY REINVESTMENT AREA
AMENDED AGREEMENT**

This Amended Agreement is made and entered into by and between the **Roberts Family Group of Companies**, as referenced on **Exhibit A** to this Amended Agreement, with its main offices located at 600 Gillam Road, Wilmington, OH 45177, (hereinafter referred to as the "Company"), the **Board of County Commissioners of Delaware County**, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County"), and **Liberty Township** (hereinafter referred to as the "Township") with its main offices located at 7761 Liberty Road, Powell, Ohio 43065, (collectively the "Parties").

WITNESSETH;

WHEREAS, the Township and the County have encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area (the "CRA"), a map and description of which is attached hereto as **EXHIBIT B** and made a part hereof; and

WHEREAS, the Board of Trustees, Liberty Township, Delaware County, Ohio, by Resolution No. 06-077, adopted on March 6, 2006, and the Board of County Commissioners, Delaware County, Ohio, by Resolution No. 06-315, adopted by on March 9, 2006, designated the area as a CRA pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

WHEREAS, the County approved a CRA agreement on June 12, 2008 by Resolution Number 08-691 for the property located at 268 Greif Parkway, Delaware, Ohio 43015 and listed as Delaware County Auditor's Parcel Number 419-440-05-004-000 (the "**Original Agreement**") as referenced on **Exhibit C** to this Amended Agreement, which said agreement is currently valid and in full effect; and

WHEREAS, the Company has submitted a proposed **agreement application** (attached hereto as **EXHIBIT D** to this Amended Agreement) to the County pursuant to Chapter 3735 of the Ohio Revised Code, said application hereinafter referred to as "Application"; and

WHEREAS, the County and the Township have determined that the Company satisfies the statutory criteria set

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forth in Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Company is desirous of relocating and expanding its business operations by purchasing, updating and occupying an existing state-of-the-art Data Center facility located at 268 Greif Parkway in the Greif Park corporate business park on tax parcel number 41944005004000 (the “**Project Site**”). The facility is approximately 24,754 square feet in size and is to be used for data center processing and technology activities.

In addition, the Company desires to create jobs and payroll, and make investments in updated machinery and equipment at the data center facility at the Project Site, located in Liberty Township, Powell, Delaware County, Ohio, and the investments at the Project Site shall constitute the “Project”. The Project Site shall be owned by the Company on land described in **EXHIBIT E**, attached hereto and made a part hereof, and is within the boundaries of the aforementioned CRA. The Company shall carry out the proposed Project at said Project Site, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the County, having the appropriate authority for the stated type of project, desires to provide the Company with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Application requests, among other things, an extension of the existing tax exemption, an amendment of the Original Agreement terms, and the assignment of the amended agreement to the Company; and

WHEREAS, if applicable, the Company shall remit the required state application fee of made payable to the Ohio Development Services Agency with the application to be forwarded with the final Agreement; and

WHEREAS, the Tax Incentive Negotiating Committee for the Delaware County / Liberty Township Community Reinvestment Area (the “TINC”) has reviewed the application submitted by the Company and has recommended the same to the Township and the County on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said CRA and improve the economic climate of Delaware County; and

WHEREAS, the Project Site is located in the Olentangy Local School District and the Boards of Education of the Olentangy Local School District and Delaware Area Career Center School District (collectively the “School Districts”) have been notified in accordance with Section 5709.83 and have been given a copy of the Application; and

WHEREAS, the School Districts are not required to approve this Community Reinvestment Area Agreement pursuant to section 3735.671 (A)(2) of the Revised Code and by virtue of a School Compensation Agreement between the Company and the School Districts; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format under Section 3735.671(B) of the Ohio Revised Code, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree to amend, extend, and assign the Original Agreement as follows:

1. The Company shall purchase, update and occupy the approximately 24,754 square foot data center facility located at the Project Site in Liberty Township, Powell, Delaware County, Ohio. The facility will be owned by the Company, and be used for state-of-the-art Data Center operations on land described in Exhibit E. The value of the real property building improvements associated with the purchase and update of this existing facility is estimated to be \$4,432,900. Said value includes an estimated \$429,000 of real property, an estimated \$4,003,900 value of the data center facility building, and an estimated \$3,000,000.00 value of machinery and equipment that is or will be affixed to the data center facility, \$250,000.00 for new furniture & fixtures, and \$0 for new inventory. The Company shall own, and shall occupy, the data center facility that constitutes the Project Site, and remain in operation at said Project Site for the entire term of this Agreement, which shall end on **January 1, 2025**. The Company agrees not to annex the project site throughout the term of the Agreement. The Project will involve an estimated total investment by the Company of \$3,250,000.00 (Three Million Two Fifty Thousand Dollars) plus or minus ten percent, at the Project Site in Liberty Township. The Project will begin on or about January 1, 2019, and all acquisition of personal property and updates listed as part of the Project shall be completed by July 1, 2019.

2. The Company shall create within a time period not exceeding 12 months after the completion of acquisition and updates by the Company and subsequent occupancy by the Company of the proposed Project (estimated to be no later than July 1, 2019) of the aforesaid facility, the equivalent of 2 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 2 full-time equivalent (FTE) job opportunities to be created by the Project.

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In addition, the Company shall retain a minimum of 0 full-time equivalent (FTE) existing jobs, currently consisting of 0 full-time and 0 part-time jobs, at the Project Site. Full-time permanent job opportunities shall include direct employees of the Company, employees engaged directly by either one of the Company as independent contractors to which one of the Company issues an IRS Form 1099, or employees of contractors, joint venture partners or licensees operating under agreement with either one of the Company that are performing functions or services for either one of the companies at the Project Site.

The Company's schedule for retaining full-time permanent, part-time permanent, and temporary job opportunities is as follows: 0 FTE jobs retained at the Project Site, in **2019**. As of January 1, 2019, the Company had 2,248 full-time permanent employees, 163 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 2,411 employees in the State of Ohio.

The Project shall result in a total of at least 2 full-time permanent positions in place at the Project Site as of March 1, 2019.

It is expected that this increase via the full implementation of the Project will result in additional annual payroll for the Company of approximately \$110,000.00 (One Hundred Ten Thousand Dollars) for full-time permanent employees, approximately \$0.00 (Zero Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$110,000.00 (One Hundred Ten Thousand Dollars) of additional annual payroll for the Company at the Project Site. It is estimated that the retaining of at least 0 FTE jobs shall result in \$0.00 (Zero Dollars) retained annual payroll for the Company at the Project Site.

3. The Company shall provide to the proper Tax Incentive Review Council (the "TIRC") any information reasonably required by the TIRC to evaluate the Company's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the TIRC. If the Company hires new employees, the Company shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. For purposes of this section new employees do not include retained employees. Compliance with the Employment Plan shall be based on the Company demonstrating a best faith effort to meet the Employment Plan's goals. The Employment Plan shall include the following criteria:

The Company shall use best faith efforts to hire at least 50% of its new employees from Delaware County residents meeting one or more of the following classifications:

- a. A resident of the CRA and/or Delaware County;
- b. Unemployed for at least 6 months;
- c. Handicapped; and/or
- d. A recipient of public assistance, general relief, or unemployment assistance.

Upon request, the Company shall provide the Tax Incentive Review Council or the Delaware County Economic Development Department with evidence demonstrating their best faith efforts to comply with the provisions of the Employment Plan. In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, the Company agrees to undertake the following tasks during the term of this Agreement:

- a. The Company shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
- b. The Company shall contact the Delaware Area Career Center (the "DACC") within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the Company and the DACC.
- c. The Company shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Economic Development Department to determine if it would be possible to develop a workforce development programs at the Project Site. Such programs may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the Company.

4. The County hereby grants the Company an average **75%** tax exemption, for an additional 5 year period, pursuant to Section 3735.67 of the Ohio Revised Code for **real property improvements** to the Project Site. Said exemption shall be based on the increased assessed valuation of the Project Site that resulted from the real property improvements made pursuant to the **Original Agreement**, pursuant to which a 75% tax exemption was granted for a period of 10 years. The tax exemption amount shall be as follows:

Year Exemption Percent

- 1) 75%; 2) 75%; 3) 75%; 4) 75%; 5) 75%; 6) 75%; 7) 75%; 8)75%; 9) 75%; 10) 75%;
11) 75%; 12) 75%; 13) 75%; 14) 75%; 15) 75%**

Each identified Project improvement will receive a 15-year exemption period. The exemption from real property taxation commences the first year for which the real property improvements would first be taxable were the property not exempted from taxation. No exemption shall extend beyond January 1, 2025. The Company shall occupy and remain in operation at the Project Site at least until January 1, 2026.

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5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, the Company shall make annual payments to the Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from the Company to OLSD for calendar years 2010 through 2019 (due on or before December 31st of each year) shall be \$42,071.36. The annual payment from the Company to OLSD for calendar years 2020 through 2024 (due on or before December 31st of each year) shall be \$48,571.36 per year. The annual payment to DACC shall be \$3,009.09 for calendar years 2010 through 2019 (due on or before December 31st of each year). The annual payment from the Company to DACC for calendar year 2020 through 2024 (due on or before December 31st of each year) shall be \$3,509.09 per year. The payments shall be for the benefit of educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. These payments shall be subject to the terms and conditions of a separate Compensation Agreement between the Company, Olentangy Local School District, and the Delaware Area Career Center. By virtue of this School Compensation Agreement, the Boards of Education of OLSD and DACC are not required to approve this Agreement, pursuant to section 3735.671 (A)(2) of the Revised Code. A copy of the School Compensation Agreement is attached hereto as **EXHIBIT F** and by this reference fully incorporated herein.

6. The Company shall pay an annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted. The fee shall be made payable to Delaware County once per year, and shall be due on December 31 of each year beginning with December 31, 2010, with the last payment due on December 31, 2024. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Ohio Revised Code and by the TIRC created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.

7. As applicable, the Company must file the appropriate tax forms (DTE 24) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this Agreement. The #913 Ohio tax form must be filed by the Company annually. Copies of these tax forms shall also be provided by the Company annually to the applicable TIRC. In addition, the Company may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.

8. The Company shall pay such real and tangible personal property taxes as are owed by it and are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

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

10. If for any reason said CRA designation expires, the Director of the Ohio Development Services Agency revokes certification of the CRA, or the Board of Trustees of Liberty Township or the Delaware County Board of Commissioners revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement, and Liberty Township and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.

11. If the Company materially fails to fulfill its obligations under any provision of this Agreement, or if Delaware County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Delaware County and Liberty Township, subject to the cure provision described below, may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from the Company, of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

In the event that repayment is required, the County shall be secured by a lien on the exempted property in the amount required to be repaid, if not timely repaid. Notwithstanding any other section of this Agreement, if Delaware County or Liberty Township determine that the Company has materially failed to fulfill its obligations under any provision of this Agreement, the County or Township shall provide the Company with written notice describing any such material failure. Upon receipt of said notice the Company shall have 30 (thirty) calendar days in which to cure any such material failure and shall before the 30th (thirtieth) calendar day after notice was received provide the County and Township written notice that said material failure has been cured.

12. In any three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition,

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Liberty Township or Delaware County may terminate or modify the exemptions from taxation granted under this Agreement. In the event that repayment is required, the County shall be secured by a lien on the exempted property in the amount required to be repaid. The Company shall provide payroll information for each employee quarterly to both the County and the Township no later than 30 days after the end of each calendar year. The information shall not include personal information such as the employee's name, address or social security number. For purposes of this Section: (i) the first three-year period shall not commence until the start of the 2011 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2011 through 2013, and the second three-year period shall be 2014 through 2016); and (iii) the repayment for a three-year period shall only be required only if the Company fail to meet the seventy-five per cent threshold for six or more of the twelve calendar quarters in that three-year period, based on a review of the quarterly employment reports provided pursuant to this Section.

13. The Company hereby certifies that at the time this Agreement is executed it (a) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) do not owe delinquent taxes for which it is liable under Chapter 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof; and (c) has not filed a petition in bankruptcy under the United States Bankruptcy Code, or such a petition has not been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

14. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

15. The Company, Liberty Township, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Liberty Township and Delaware County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval. A copy of this Agreement must be forwarded by the County and Township to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.

16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice nondiscrimination in their operations. By executing this Agreement, the Company is committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

17. Exemptions from taxation granted under this Agreement shall be revoked if it is determined the Company or any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

18. The Company affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representatives of the Company have knowingly made a false statement to the State or local political subdivisions to obtain the Community Reinvestment Areas incentives, the Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

19. This Agreement is not transferable or assignable without the express, written approval of Liberty Township and Delaware County.

20. The County, the Township and the COMPANY each agree and acknowledge that for so long as any portion of the PROJECT is exempt from ad valorem [real] property taxation pursuant to this Agreement, no party to this Agreement shall make, or consent to the making of, an application for any additional exemption from real or personal property taxation for any other portion of the Project without first receiving the prior written consent of the other parties to this Agreement. The County, the Township and the COMPANY each further acknowledge and agree that the possession by the Delaware County Port Authority (the "Port Authority") of an ownership interest in any portion of the PROJECT shall not affect the status, as exempt or nonexempt for ad valorem tax purposes, of any portion of the PROJECT, which shall be determined as if the COMPANY possess the entire ownership interest in the Project, and further, in the event that the possession by the Port Authority of an ownership interest in the Project would, as a matter of law and notwithstanding the

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foregoing agreement among the parties hereto, cause any portion of the Project to be exempt from ad valorem property taxes that would not be exempt under the terms of this Agreement, the COMPANY agree to make payments in the amounts and at the times that ad valorem property taxes would have been payable with respect to all or such portion of the Project to each governmental entity levying ad valorem property taxes within the area in which the Project is located.

21. All entitlements and requirements from the Original Agreement to the date of this Agreement shall be deemed satisfied, and this Agreement shall supersede the Original Agreement effective as of the date of execution hereof by all Parties. The Company shall have no liability for any act or omission by any prior party under the Original Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-438, Resolution Number 08-691, and 19-_____, has caused this instrument to be executed this _____ day of _____, 2019, the Board of Trustees of Liberty Township, Delaware County, Ohio, and pursuant to Resolution Number 19-1007-06, has caused this instrument to be executed this 7th day of October, 2019, and Roberts Family Group of Companies has caused this instrument to be executed this _____ day of _____, 2019.

Liberty Township Board of Trustees

Roberts Family Group of Companies

Delaware County, Ohio

**Exhibit A
to Amended Agreement
Roberts Family Group of Companies**

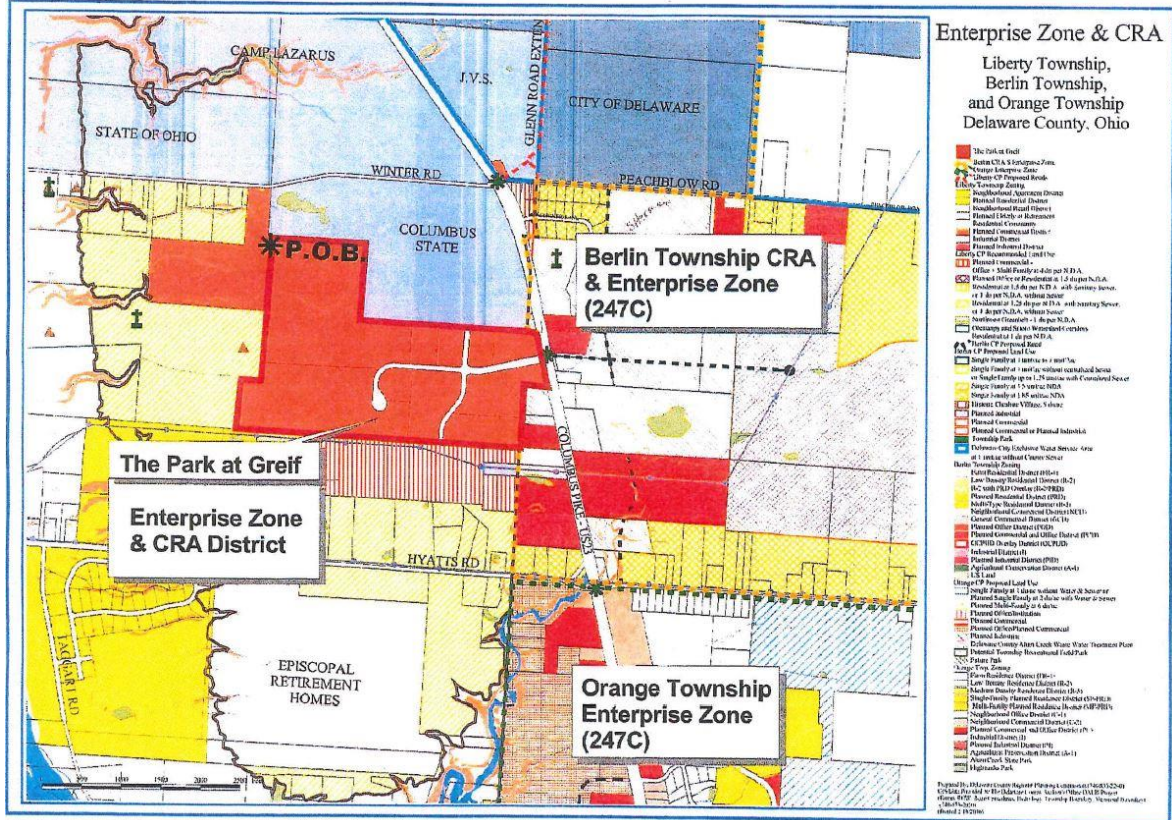
- **R&L Carriers, Inc. (Lead Company)**
- **Greenwood Motor Lines, Inc.**
- **R&L Transfer, Inc.**
- **R&L Carriers Shared Services, L.L.C.**
- **R&L Carriers Payroll, L.L.C.**
- **Strategic Management, L.L.C.**
- **iGlobal, L.L.C.**
- **iGlobal Communications, L.L.C.**
- **R.L.R. Investments, L.L.C.**
- **AFC Worldwide Express, Inc.**
- **AFC Worldwide Holdings, Inc.**
- **R+L Paramount Transportation Systems, Inc.**
- **RAMAR Land Corporation**
- **Roberts Development Corporation**
- **R+L Truckload Services, L.L.C.**
- **Golden Ocala Management, Inc.**

**EXHIBIT B
to Amended Agreement
Map & Description
Liberty Township, Delaware County, Ohio
Community Reinvestment Area No. 04105788-01 Expansion Area
Boundary Description**

Beginning at a point located at the northwest corner of Delaware County Tax Parcel Number 41944005007000 in Liberty Township, which is the Point of Beginning (POB) for the Community Reinvestment Area Expansion Area; then proceeding eastward along the north property line of said tax parcel number 41944005007000, a distance of approximately 1,178.60 feet to a point located at the north east corner of tax parcel number 41944005007000; then proceeding in a southerly direction along the eastern property line of tax parcel number 41944005007000 a distance of approximately 993.70 to a point located at the northwest corner of tax parcel number 41944005006000; then proceeding in an easterly direction, a distance of approximately 2,119.55 feet to a point on the eastern boundary line of Liberty Township / western boundary line of Berlin Township; then proceeding in a southerly direction along this shared township boundary line, a distance of approximately 2,118.15 feet to a point at the southeast corner of tax parcel number 41944005012000; then proceeding in a westerly direction along the southern boundary of The Park @ Greif, a distance of approximately 3,582.10 feet to a point located at the southwestern corner of tax parcel number 41944005007000; then proceeding northward along a line a distance of approximately 640 feet, then proceeding eastward along a line a distance of approximately 270 feet to a point along the western property line of tax parcel number 41944005007000; then proceeding northward a distance of approximately 1,846.55 feet along the western property line of tax

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parcel number 41944005007000 to the Point of Beginning (POB); encompassing an area of approximately 144.14 acres..



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Exhibit C
to Amended Agreement
Original CRA Agreement

Exhibit D
To Amended Agreement
Roberts Family Group of Companies
Application for Community Reinvestment Area (CRA)

Exhibit E
to Amended Agreement
Description of Project Site
Lot 3863 of Greif Park
Delaware County Tax Parcel #41944005004000
268 Greif Parkway
Delaware, Ohio 43015

EXHIBIT F
TO AMENDED AGREEMENT
School Compensation Agreement

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

9
RESOLUTION NO. 19-1236

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND FORENSIC FLUIDS LABORATORIES, INC. FOR THE PURCHASE OF CONFIDENTIAL ORAL DRUG SCREENING, CONFIRMATION AND REPORTING SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the following contract with Forensic Fluids Laboratories, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Forensic Fluids Laboratories, Inc., for the purchase of confidential oral drug screening, confirmation and reporting services:

**CONTRACT for the PURCHASE OF
CONFIDENTIAL ORAL DRUG SCREENING, CONFIRMATION, and REPORTING SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
FORENSIC FLUIDS LABORATORIES, INC.**

This Contract is entered into this 16th day of December, 2019 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS), whose address is 145 North Union Street, Delaware, Ohio 43015, and Forensic Fluids Laboratories, Inc. (hereinafter, "PROVIDER") whose address is 225 Parsons Street, Kalamazoo, Michigan 49007 (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides confidential oral drug screening, confirmation, and reporting services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal and/or state funds to pay for confidential oral drug screening, confirmation, and reporting services using the following funding streams:
Shared Administration Funds;
Title XX CFDA #93.667; and
SCPA

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

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

STATEMENT OF THE AGREEMENT

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NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide confidential drug screening, confirmation, and reporting services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:

Forensic Fluids Laboratories Quote, dated October 30, 2019

2. TERM

This agreement shall have an initial service period of 02/01/20 through 12/31/20.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

3. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

Forensic Fluids Laboratories Quote, dated October 30, 2019

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

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

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

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

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

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of thirty thousand dollars and no cents (\$30,000) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of thirty thousand dollars and no cents (\$30,000).

5. AWARD INFORMATION

CFDA Title and Number: Medicaid 93.778
Award Name: Medical Assistance Program
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation: Social Security Act, Title XIX, as amended; Public Laws 89-97, 90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public Law 92-223; Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99-

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509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360; Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166; Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517; Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66; Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193; Public Law 104-208,104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public Law 106-554; Public Law 108-27; Public Law 108-173; Public Law 109-91; Public Law 109-171; Public Law 109-432; Public Law 110-28; Public Law 110-161; Public Law 111-3; Public Law 111-5; Public Law 111-8; Public Law 111-31; Public Law 111-68; Public Law 111-88; Public Law 111-117; Public Law 111-118; Public Law 111-148; Public Law 111-150; Public Law 111-150; Public Law 111-152; Public Law 111-309, Public Law 112-10, Public Law 112-33, Public Law 112-36, Public Law 112-55, Public Law 112-74, Public Law 112-78, Public Law 112-96, Public Law 112-175, P.L. 113-6, Public Law 113-46, Public Law 113-73, Public Law 113-76, Public Law 113-235, Public Law 114-10.

CFDA Title and Number: TANF 93.558
Award Name: Temporary Assistance for Needy Families
TANF Purpose:
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

CFDA Title and Number: Social Services Block Grant 93.667
Award Name: Title XX
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation:

CFDA Title and Number: SNAP 10.561
Award Name: Supplemental Nutrition Assistance Program
Name of Federal Agency: U.S. Department of Agriculture
Program Authorizing Legislation: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law 110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014.

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

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

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

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such

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records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

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

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

13. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

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

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- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.
- D. PROVIDER'S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER'S insurance coverage limits as provided to DCDJFS under the terms of Paragraph 14 ("INSURANCE") below.

15. INSURANCE

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

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

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

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 thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. 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 liability amounts, a new certificate of insurance must be provided to the Board and DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

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

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

16. CONFLICT OF INTEREST

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

17. EVALUATION AND MONITORING

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

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

19. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

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

C. WAIVER:

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

D. LOSS OF FUNDING:

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

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changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

20. SAFEGUARDING OF CLIENT

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

21. CIVIL RIGHTS

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

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

23. DRUG-FREE WORKPLACE

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

24. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Contractor/PROVIDER, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the DCDJFS from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

25. FINDINGS FOR RECOVERY

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

26. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

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

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

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

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

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

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

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

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

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

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

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

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

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

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

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

27. NOTICES

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

PROVIDER:	Delaware County Job and Family Services
Bridget Lorenz Lemberg	Robert A. Anderson
Lab Director / Toxicologist	Director
Forensic Fluids Laboratories, Inc.	Delaware County Job and Family Services
225 Parsons Street	145 N. Union St., 2 nd Floor
Kalamazoo, Michigan 49007	Delaware, Ohio 43015

28. GOVERNING LAW

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

29. SEVERABILITY

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

30. SUBCONTRACTORS

Subcontractors or subcontracting for the confidential oral drug screening, confirmation, and reporting services under this agreement is not permitted.

31. ENTIRE AGREEMENT

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

32. SIGNATURES

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

33. EFFECT OF SIGNATURE

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

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

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

10
RESOLUTION NO. 19-1237

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR COMPUTER AIDED DISPATCH SOFTWARE AND SERVICES WITH THE CITY OF DELAWARE:

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

WHEREAS, the Director of Emergency Communications recommends approval of the Intergovernmental Cooperation Agreement for Computer Aided Dispatch Software and Services with the City of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Intergovernmental Cooperation Agreement for Computer Aided Dispatch Software and Services with the City of Delaware:

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**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR COMPUTER AIDED DISPATCH SOFTWARE AND SERVICES**

This Agreement is made and entered into this 16th day of December, 2019, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

1 AUTHORITY

1.1 Pursuant to sections 9.48 and 9.482 of the Revised Code, a political subdivision may participate in joint purchasing programs with other political subdivisions and enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

2.1 The City and County desire to continue their cooperation with respect to the provision of countywide emergency communications by jointly seeking and obtaining a computer aided dispatch system and related software and services (the "Project").

2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 MANAGEMENT OF PROJECT

3.1 The County, acting through the 9-1-1 Board, sought proposals from firms qualified to provide the software and services constituting the Project. Representatives from other public safety services providers within Delaware County, including the City, have participated in the evaluation of the proposals, and the County is prepared to enter into a contract with Tyler Technologies, Inc. (the "Contractor") for the Project.

3.2 In order to fully provide for needs of the City, the Project includes City-specific components, for which the City agrees to be responsible.

4 PROJECT COSTS

4.1 The estimated costs of the Project are as follows:

4.1.1	Total Cost of Project:	\$1,249,849.00
4.1.2	County Share:	\$1,092,069.93
4.1.3	City Share:	\$ 157,779.07

4.2 The City and County acknowledge that the costs are based on the initial fixed amount of the contract, and the cost sharing as specified above shall apply to that initial fixed amount. In the event that either Party unilaterally incurs additional charges in furtherance of the Project, then the Parties mutually acknowledge and agree to be responsible for their own respective charges.

5 PAYMENT OF PROJECT COSTS

5.1 The County shall pay all amounts due to the Contractor in accordance with the contract, subject to Section 4.2 hereof.

5.2 The City shall pay to the County the entire amount of its share as set forth in Section 4.1.3 within fifteen (15) days of execution of this Agreement.

6 PERSONNEL

6.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

7 EQUIPMENT AND FACILITIES

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

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8 RECORDS

8.1 The Parties agree that each shall maintain public records concerning this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

9 TERM; AMENDMENT

9.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated.

9.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

10 LEGAL CONTINGENCIES

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

11 MISCELLANEOUS TERMS & CONDITIONS

11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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

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

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

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

**11
RESOLUTION NO. 19-1238**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR HYATTS ROAD SANITARY SEWER PUMP STATION IMPROVEMENTS:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 Hyatts Road Sanitary Sewer Pump Station Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Hyatts Road Sanitary Sewer Pump Station Improvements for submittal to the Ohio

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EPA for their approval.

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

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RESOLUTION NO. 19-1239

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR RESIDENCES AT ORANGE GRAND PHASE 1:

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

WHEREAS, the construction of new sanitary sewers at the Residences at Orange Grand Phase 1 have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

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

Residences at Orange Grand Phase 1

2,464 linear feet of 12-inch dia. PVC sanitary sewer	\$169,769.60
24 ea. 8x6 PVC wye fittings	\$ 4,488.00
1,492 linear feet of 6-inch dia. PVC laterals and risers	\$ 65,672.60
12 sanitary manholes	\$ 45,120.00
Ancillary items (cleanouts, inspection manholes, etc.)	<u>\$ 7,520.00</u>
Total	\$292,570.20

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

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

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

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

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

13

RESOLUTION NO. 19-1240

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR THE CORNERS AT JOHNNY CAKES; OLD HARBOR ESTATES SECTION 1, PHASE A; AND OLD HARBOR ESTATES SECTION 1, PHASE B:

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

The Corners at Johnny Cakes

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Corners at Johnny Cakes (“Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- Johnny Cake Lane, to be known as Township Road Number 1746
- Johnny Cake Court, to be known as Township Road Number 1747; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1746, Johnny Cake Lane, at its intersection with Township Road Number 35, S. 3B’s & K Road
- On Township Road Number 1747, Johnny Cake Court, at its intersection with Township Road Number 1746, Johnny Cake Lane; and

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WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Westport Homes; and

Old Harbor Estates Section 1, Phase A

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Old Harbor Estates Section 1, Phase A (“Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- Old Harbor Drive, to be known as Township Road Number 1748
- Regatta court, to be known as Township Road Number 1749
- Mainsail Drive, to be known as Township Road Number 1750
- Topsail Drive, to be known as Township Road Number 1751; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1748, Old Harbor Drive, at its intersection with County Road Number 10, S. Old State Road
- On Township Road Number 1749, Regatta Court, at its intersection with Township Road Number 1748, Old Harbor Drive
- On Township Road Number 1749, Regatta Court, at its intersection with Township Road Number 1750, Mainsail Drive
- On Township Road Number 1750, Mainsail Drive, at its intersection with Township Road Number 1748, Old Harbor Drive
- On Township Road Number 1750, Mainsail Drive, at its intersection with Township Road Number 1749, Regatta Court
- On Township Road Number 1751, Topsail Drive, at its intersection with Township Road Number 1750, Mainsail Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Old Harbor Estates, LLC.; and

Old Harbor Estates Section 1, Phase B

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Old Harbor Estates Section 1, Phase B (“Subdivision”), finds them to be constructed in accordance with the approved plans; and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.11 mile to Township Road Number 1749, Regatta Court
- Cardinal Court, to be known as Township Road Number 1752; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1752. Cardinal Court, at its intersection with Township Road Number 1749, Regatta Court
- 1750, Mainsail Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Old Harbor Estates, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, establishes stop conditions, approves speed limits and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

14

RESOLUTION NO. 19-1241

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IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS FOR SCIOTO RIDGE CROSSING SECTIONS 3 AND 4 AND THE PINES SECTION 1, PHASE A AND SECTION 1, PHASE B; AND APPROVING RETURN OF CONSTRUCTION SURETY TO THE OWNER:

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

WHEREAS, the roadway construction has been completed for the projects known as Scioto Ridge Crossing Section 3; Scioto Ridge Crossing Section 4; The Pines Section 1, Phase A; and The Pines Section 1, Phase B (“Projects”); and

WHEREAS, as the result of the Engineer’s recent field review of the Projects, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreements, the Maintenance Bonds be set at \$72,900 for Scioto Ridge Crossing Section 3; \$86,400 for Scioto Ridge Crossing Section 4; \$202,700 for The Pines Section 1, Phase A; and \$79,060 for The Pines Section 1, Phase B (10% of the original construction estimate) and the Projects be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Owner”) has provided Maintenance Bonds in the amount of \$72,900 for Scioto Ridge Crossing Section 3; \$86,400 for Scioto Ridge Crossing Section 4; \$202,700 for The Pines Section 1, Phase A; and \$79,060 for The Pines Section 1, Phase B as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bonds being held as surety for the Projects be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners (Board) accepts the Maintenance Bonds in the amount of \$72,900 for Scioto Ridge Crossing Section 3; \$86,400 for Scioto Ridge Crossing Section 4; \$202,700 for The Pines Section 1, Phase A; and \$79,060 for The Pines Section 1, Phase B and places the Projects on the required one year maintenance period, and returns the construction bonds being held for the Projects to the Owner.

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

15
RESOLUTION NO. 19-1242

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR COURTYARDS ON HYATTS, AND VINMAR VILLAGE SECTIONS 4 AND 5:

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

Courtyards on Hyatts

WHEREAS, on December 16, 2019, a Ditch Maintenance Petition for Courtyards on Hyatts (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Courtyards on Hyatts located off Hyatts Road in Liberty Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as

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follows:

The cost of the drainage improvements is \$308,906.69. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 84 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$3,677.46 per unit. An annual maintenance fee equal to 2% of this basis (\$73.55) will be collected for each developed condominium unit. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$6,178.13 has been paid to Delaware County, receipt of which is hereby acknowledged.

Vinmar Village Sections 4 and 5

WHEREAS, on December 16, 2019, an Ditch Maintenance Petition for Vinmar Village Sections 4 and 5 (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Vinmar Village Sections 4 and 5 located off of South Old 3C Highway in Genoa Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The value of the drainage improvements is \$959,472.20 for the benefit of the lots being created in these subdivisions. 71 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$13,513.69 per lot. An annual maintenance fee equal to 2% of this basis (\$270.27) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for the Section 4 lots (41) in the amount of \$11,081.07 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section	No. of Lots	First Year’s Assessment
4	41	\$11,081.07
5	30	\$ 8,108.10

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

16

RESOLUTION NO. 19-1243

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

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

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

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

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Permit #	Applicant	Location	Type of Work
U19-210	Columbia Gas	Woodtown Road	Abandon gas service
U19-211	Columbia Gas	Sunbury Road	Abandon gas service
U19-212	Columbia Gas	Old Lazelle Road	Install gas service
U19-213	Del-Co Water	Sawmill Parkway	Install watermain
U19-214	Del-Co Water	Cheshire Road	Road bore & install waterline

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

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RESOLUTION NO. 19-1244

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

WHEREAS, section 5577.07 of the Revised Code provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic; and

WHEREAS, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners reduces the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with section 5577.07 of the Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles:

2020 POSTED ROADS

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	107	BALE KENYON	E. POWELL RD	E. ORANGE RD
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	166	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	216	HUDSON		
TOWNSHIP	156	JACKTOWN		

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TOWNSHIP	127	JEWETT		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	61	LANE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	59	MOODY	OLIVE GREEN	JUSTAMERE
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	256	OLMSTEAD		
TOWNSHIP	114	ORANGE, W	SR 315	US 23
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	54	PLANTATION		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656	COUNTY LINE
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	125	STEITZ	RUTHERFORD	HOME
TOWNSHIP	156	STOVER		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	OLIVE GREEN	PORTER CENTRAL
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON	CARTERS CORNER	SR 61

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

18

RESOLUTION NO. 19-1245

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2020 ANNUAL DRAINAGE MAINTENANCE CONTRACT:

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

WHEREAS, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the 2020 Annual Drainage Maintenance Contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the 2020 Annual Drainage Maintenance Contract as follows:

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 7, 2020, at which time they will be publicly received and read aloud, for the project known as

2020 Drainage Maintenance Annual Contract.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The prices of this contract shall be in effect from January 20, 2020 to December 31, 2020. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed

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basis.

Contract prices shall also be made available for cooperative purchasing with the Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
December 20, 2019

**SPECIFICATIONS
2020 Drainage Maintenance
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform construction of agricultural drainage improvements including swales, ditches, subsurface tile repairs, and seeding and mulching operations at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2019 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

The following are NRCS Specifications for the appropriate line items.

582 Open Channel

https://efotg.sc.egov.usda.gov/references/public/OH/OH_582_OpenChan_11-12-14.pdf

606 Subsurface Drain

https://efotg.sc.egov.usda.gov/references/public/OH/OH_Subsurface_Drain_606_1-31-14.pdf

608 Surface Drain

https://efotg.sc.egov.usda.gov/references/public/OH/Surface_Drainage_Main_or_Lateral_608.pdf

MINIMUM QUANTITIES

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The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

MISCELLANEOUS TERMS AND CONDITIONS

Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

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

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

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

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

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

Independent Contractor: The Contractor acknowledge and agrees that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

**19
RESOLUTION NO. 19-1246**

IN THE MATTER OF SETTING THE BID DATE FOR THE CURVE SIGNING PROJECT RE-BID:

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

WHEREAS, the Board approved plans, specifications, and estimates for the Improvement known as Curve Signing Project and authorized the County Engineer to solicit and receive bids in Resolution No. 19-1090; and

WHEREAS, all bids received by the County Engineer were more than 10 percent in excess of the Engineer’s estimated cost and no award can be made in accordance with section 5555.61 of the Revised Code; and

WHEREAS, the County Engineer has revised the plans, specifications and estimates for the Improvement and estimates the cost to construct the improvement as revised to be \$167,000;

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

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Ohio:

Section 1. The revised plans, specifications and estimates for said improvement are hereby approved.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, January 14, 2020, at which time they will be publicly received and read aloud, for the project known as:

Curve Signing Project- Rebid

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before June 30, 2020. The estimated commencement of work date is January 27, 2020.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
December 20, 2019

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

**For Consideration Under Other Business
December 16, 2019**

Request from Emergency Medical Services Department

RESOLUTION NO. 19-1247

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A PURCHASE ORDER INCREASE:

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

Supplemental Appropriation

10011303-5345	Emergency Medical Services/Safety & Security Services	25,000.00
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Purchase Order Increase

P1902882/City of Delaware	10011303-5345	25,000.00
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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the Hardware Exchange breakfast Saturday morning.

Commissioner Benton

-Attended Shawnee Hills Chamber breakfast Saturday morning. Treasurer Ringle was the guest speaker.

-Attended Judge Sunderman's retirement reception.

-The DKMM Board will meet in Mount Gilead tomorrow.

-The Investment Committee will meet Thursday morning.

Commissioner Lewis

-Tri-Township fire department held their annual toy drive on Saturday.

RECESS 10:00 A.M./RECONVENE 12:30 P.M.

RESOLUTION NO. 19-1248

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

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

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

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

RESOLUTION NO. 19-1249

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners