

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 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. 19-1182

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 25, 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 November 25, 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. 19-1183

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1127:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1127 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R1905455	TYLER TECHNOLOGIES INC	SOFTWARE	21411306 - 5452	\$312,473.50
R1905468	LIMBACH COMPANY LLC	BACKFLOW INSPECTION AND REPAIRS - RSD	66211900 - 5328	\$13,746.00
R1905510	GT ENVIRONMENTAL INC	TRANSFER STATION CONTRACT NEGOTIATION, DESIGN AND	68011916 - 5301	\$25,000.00
R1905515	BRUNER CORPORATION	INSTALLATION OF 8 A C UNITS AT VARIOUS TOWER SITES	21411306 - 5410	\$18,400.00
R1905517	HEALTH DEPARTMENT	OHIO DEPT OF HEALTH TUBERCULOSIS FUNDING	10011102 - 5342	\$21,618.00
R1905530	CLEARWATER PACKAGING INC	VACUUM SEALER PROPERTY PACKAGING SYSTEM	41711436 - 5450	\$15,790.00
R1905533	STANLEY CONVERGENT SECURITY SOLUTIONS INC	TOUCH SCREEN CONTROL STATION	41711436 - 5450	\$16,695.00
R1905534	STANLEY CONVERGENT SECURITY SOLUTIONS INC	CCTV UPGRADES	41711436 - 5450	\$29,455.00

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

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019

4

RESOLUTION NO. 19-1184

IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2020 OR UNTIL OTHERWISE CHANGED BY BOARD ADOPTION:

It was moved by Mr. Benton, seconded by Mr. Merrell that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners shall meet in regular session at 9:30AM on Monday and 9:30AM on Thursday of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by Noon on the Monday preceding the Monday session and on Thursday at Noon preceding the Thursday session.

Be It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alterations, etc.), the Clerk to the Board or, in the absence of the Clerk to the Board, the Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings that may serve as the official record of the Board's proceedings at the viewing.

Be It Further Resolved, that notification of all special meetings, except those requiring immediate emergency action of the Delaware County Board of Commissioners, shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

Be It Further Resolved, that special meetings may be called upon the direction of the President of the Board of Commissioners or by the request of any two members of the Board of Commissioners.

Be It Further Resolved, that the normal business hours/office hours for the Office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year's Eve Day (office closes at noon), New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

5

RESOLUTION NO. 19-1185

IN THE MATTER OF ESTABLISHING A REASONABLE METHOD WHEREBY THE PUBLIC MAY DETERMINE THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS OF THE BOARD AND THE TIME, PLACE, AND PURPOSE OF ALL SPECIAL AND EMERGENCY MEETINGS OF THE BOARD:

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

WHEREAS, pursuant to R.C. 121.22(F), the Board of County Commissioners, Delaware County, Ohio ("Board") is required, by rule, to establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings of the Board and the time, place, and purpose of all special meetings of the Board; and,

WHEREAS, the Board also desires, consistent with R.C. 121.22(F), to establish a reasonable method whereby any person may determine the time, place, and purpose of all emergency meetings of the Board;

NOW, THEREFORE, BE IT RESOLVED:

Pursuant to R.C. 121.22(F), the Board establishes and provides notice of the following schedule for all regular meetings of the Board held in 2020 and sets the following rules for providing notice of all special and emergency meetings of the Board held in 2020:

- 1. All regularly scheduled meetings of the Board held in 2020 shall be held in accordance with the following schedule:

Time: 9:30AM

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Days/Dates: On Monday and on Thursday of each week except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

Place: 101 N. Sandusky Street, Delaware, Ohio 43015
1st Floor Hearing Room

2. The Clerk shall immediately publish the above time, days/dates, and place of all regularly scheduled meetings one (1) time in the Delaware Gazette.
3. The Clerk shall also continually post the above time, days/dates, and place of all regularly scheduled meetings in at least one (1) prominent public location in the Board’s office and on the Board’s website.
4. Any person, upon request made to the Clerk, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Advance notification shall be provided in any reasonably requested manner to include, but not limited to, providing notice and the agenda by email sent to an email address provided by the requestor. The Clerk shall maintain a list of all persons requesting such notification.
5. The Clerk shall also maintain a list of news media requesting notification of meetings.
6. The Clerk shall provide notice of the time, place, and purpose of all special meetings of the Board as follows:
 - A. Provide at least twenty-four (24) hours' advance notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide advance notice to such requesting person in the manner requested;
 - C. Prominently post advance notice of the meeting in the Board’s office; and
 - D. If the Board specifically requests notice be published, publish notification as directed by the Board.
7. Any member or members of the Board calling an emergency meeting of the Board shall immediately provide notice of the time, place, and purpose of the emergency meeting as follows:
 - A. Provide notice via email to the news media that have requested notification;
 - B. Where the purpose of the meeting is of a type for which a person has requested notification, provide notice to such requesting person in the manner requested; and
 - C. Prominently post notice of the meeting in the Board’s office.
8. If a meeting is cancelled, the Clerk shall provide notice of the cancellation by prominently posting a notice of the cancellation in the Board’s office and on the Board’s website and by sending notice via email to the news media that have requested notification.
9. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. 121.22.
10. This Resolution shall be in full force and effect immediately upon adoption.

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

**6
RESOLUTION NO. 19-1186**

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSIONS SCHEDULED FOR THURSDAY, DECEMBER 26, 2019; MONDAY DECEMBER 30, 2019; AND THURSDAY, JANUARY 2, 2020:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Commissioners’ sessions scheduled for Thursday, December 26, 2019; Monday December 30, 2019; and Thursday, January 2, 2020.

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

**7
RESOLUTION NO. 19-1187**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling Litter Prevention Office
2020**

This agreement made the 2nd day of December, 2020, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 117 East High Street, Suite 257, Mount Vernon, Ohio 43050, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio 43015.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on July 30, 2019.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Chapter 6 and as detailed programs in Appendix I of the amended plan.

WHEREAS, Chapter 6 and Appendix I of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$77,843.00 for fulfillment of obligations listed in **Exhibit #1**. It is expected that \$1,000 must be used to advertise the special collection events. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms and must outline what was spent on advertising the special collection events.

2. Term

The term of this agreement shall commence on January 1, 2020 and terminate on December 31, 2020.

3. Payments

The District shall disburse the contract amount of \$77,843.00, subject to availability, per Delaware County in four quarterly payments as described: 30% January 2020 (\$23,352.90); 25% April 2020 (\$19,460.75); 25% July 2020 (\$19,460.75); and 20% October 2020 (\$15,568.60).

4. Allowables

- a. Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.
- b. Personnel: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract, unless approved by the District Board. Any CRLPO utilizing a family insurance plan instead of a single coverage plan will receive a stipend of \$3,000 to be used to help offset the additional health insurance cost. These funds will be included in the total contract amount for those counties that qualify and should be utilized for programmatic expenses.
- c. Contracts: costs for any outside services used by the CRLPO to help them meet the responsibilities outlined in Exhibit #1.
- d. Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

- e. Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers and signage, etc.
- f. Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. – including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- g. Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, computer, etc.
- h. Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.
- i. Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories as: memberships, subscriptions, etc.

5. Reporting

The CRLPO agrees to file a copy of their annual program status reports with the District on forms prescribed by the District (**Exhibits #2 - #5**). The President of the Board of County Commissioners shall sign the Program Status Report. Only reports filed according to this schedule will be reported to the District Board. The report is due on the following date.

Dates Covered	Report Due
January 1 – December 31	January 29, 2021

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 26, 2021. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the half year and end of year reports that are submitted to the District. The District will remit any unused funds into the Reimbursement Account #952.1620.40909 for future use by any District program. If the described equipment or machinery set forth in **Exhibit #3** is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account #952.1620.40909 for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than those listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

DKMM Solid Waste District

Board of Directors

Date: _____

Delaware County Commissioners

President

Date: _____

**Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2020 Agreement for Implementation.

CRLPO will submit a 2020 budget and marketing plan no later than January 14, 2020. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2020 program year. A format will be provided by DKMM for the marketing plan.

Program Focus Areas for 2020

Contamination Reduction (Knox and Marion) Focus will be placed on reducing the contamination found in the county recycling drop-off containers. An educational program(s) focused on “recycling right” should be developed and implemented this contract term. This should include at a minimum, adult education workshops on the basics of recycling and the development of a simply worded handout on where and what to recycle. Face to face multi-day survey/education effort must occur at a minimum of one site with the worst contamination. Volunteers and staff should be used to meet this criterion. Additional programs and ideas should be developed based on the specific county need(s).

Backyard Composting Education (Delaware and Morrow) Work in conjunction with the master gardener program to develop and implement composting educational workshops that encourage and increase the amount of residents composting.

Working with Largest City/Village Work with the largest city/village officials to build relationships and provide education to residents on curbside programs. This can be done via water bill inserts and/or a direct mailing once a year. Regular contact should be made with municipal officials with an ultimate goal of encouraging more residents to participate in the curbside program and reducing contamination.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below (format provided by DKMM)
- c) Submit an up to date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Regularly maintain a website with at least a Comprehensive Resource List and Inventory as outlined in the Plan on page L-3.
- e) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs with a focus on adult audiences
- f) Meet quarterly with your Advisory Council/Board
- g) Provide articles and pictures for District newsletters, website and annual reports
- h) Regularly attend District-CRLPO meetings
- i) Be in attendance at special collection event(s)
- j) All marketing and educational material must state something similar to “Recycling and Litter Prevention Program funded by the DKMM Solid Waste District” or display the DKMM logo.

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an *Infrastructure Inventory* (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Annually update *Residential Recycling Guide* and make available on your website and in print
- c. *Drop-off Inventory*-once a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
- d. Ensure drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and litter should be taken care of within 24 hours.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

set event dates; disseminate event fliers and event details to free sources (fliers and PSA provided by the District); spend at least \$1,000 advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s).

- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program.
- g. Promote the use of yard waste facilities as well as backyard composting (Don't Bag It).

Commercial Businesses and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc. (school recycling that is lead by school and not students).

- a) Conduct waste audits at businesses, industries, schools and government institutions and nominate them for a Green Business Award through DKMM.
- b) Distribute and make available on your website "*A Guide for Waste Disposal and Recycling for Business*".
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- e) Ensure recycling at all county buildings.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair and other community fairs/festivals.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual *Curbside Inventory* of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.
- b) Work with a minimum of one community to obtain curbside program participation and performance data.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities (send them newsletter articles or materials to be posted on their websites).
- e) Provide recycling at community events (local festivals etc.) through the development of a clear stream recycling container loan program.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead).

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at businesses, industries, schools and government institutions and nominate them for a Green Business Award through DKMM.
- d) Distribute and make available the Business Waste Guide.

Exhibit #2

Report Cover Page

REPORT DUE: January 31, 2020

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019

COUNTY: DATE OF REPORT:

ITEMS TO BE INCLUDED WITH THE REPORT

- A. Auditors Report dated 12-31-20.
B. Detailed explanation of expenditures on the Financial Report provided.
C. Itemized listing of purchase orders carried into 2021.
E. Detailed explanation of activities on the Activity Report provided.
D. An up to date inventory list.
E. Disposal of Equipment Form as provided (if applicable).

REVENUE

Table with 2 columns: Description and Amount. Rows include: 1. Unexpended balance on 1-1-2020, 2. Total DKMM Funds received year to date, 3. Miscellaneous Reimbursements 2020 (workers comp. refunds etc.), 4. Total DKMM Funds Available (add lines 1, 2, 3)

EXPENDITURES (totals from the Financial Report)

Table with 2 columns: Description and Amount. Rows include: Salaries, Fringe Benefits, Contracts, Equipment, Supplies, Advertising (general), Event Advertising (minimum \$1,000), Awards, Travel, Other

Summary table with 2 columns: Description and Amount. Rows include: Total DKMM Funds Available (line 4 above), Total All Expenditures 2020, Total of Purchase Orders Carried into 2021, * Unencumbered Fund Balance

(unencumbered fund balance = total funds - expenditures - purchase orders carried into 2021)

* If the unencumbered fund balance is more than 10% of the total contract amount, the difference must be paid to DKMM as outlined in the agreement.

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.

Print Name President, County Commissioners

Signature Date

Report prepared by Date

[Copies of Exhibit # 3 (Financial Report), Exhibit # 4 (Activities Report), and Exhibit #5 (Disposal of Equipment and Machinery Purchased with District Funds) available in the Commissioners' office until no longer of administrative value]

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

8 RESOLUTION NO. 19-1188

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE LICKING COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, REGARDING RECIPROCAL INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following Contract between the Licking County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract between the Licking County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing:

CONTRACT FOR RECIPROCAL INMATE HOUSING

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 2nd day of December, 2019 by and between the Delaware County Board of Commissioners, and Licking County Board of Commissioners, (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482,307.15, *et seq.*, and 341.12, *et seq.* of the Revised Code.

Section 2 - Purpose

The Parties to this agreement wish to contract for the housing of inmates, from time to time, in the other Party's jail facilities. The Party that needs to house an inmate in the other Party's jail shall be referred to as the Sending County. The Party that receives the inmate shall be referred to as the Receiving County.

Section 3 - Contract Administrator

Receiving County hereby designates the Receiving County Administrator of Corrections and Court Services or Jail Administrator, subject to the direction of the Receiving County Sheriff, as Administrator and agent of Receiving County for purposes of this Agreement, including commencement and suspension thereof.

Section 4 - Scope

Sending County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates or due to certain circumstances is unable to house a particular inmate. Receiving County and Sending County desire that Receiving County provide jail services to Sending County and have Sending County's inmates incarcerated and cared for in the Receiving County Jail for such periods as may be directed by the Courts and/or Sending County.

Receiving County will receive and care for, at the Receiving County Jail, all inmates referred by Sending County for such length of time as said inmates respectively may be committed by the court of competent jurisdiction, subject to the provisions of this Agreement. Receiving County's acceptance of inmates is also subject to available space within the Receiving County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of inmates accepted by Receiving County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Receiving County Jail as adopted by the Sheriff of Receiving County, Ohio.

Upon delivery to the Receiving County Jail by Sending County of its inmates, along with proper commitment papers, Receiving County shall accept and receive said inmates for incarceration therein, provided however, that this Agreement imposes no obligation upon Receiving County to accept any or all such inmates tendered by Sending County for incarceration in the Receiving County Jail when, at the discretion of the Sheriff of Receiving County, an inmate is refused in accordance with this Agreement. It shall be the obligation of Sending County to telephone or otherwise contact the Sheriff of Receiving County, Ohio, before delivery of Sending County's inmates to ascertain that the same will be accepted for incarceration within the Receiving County Jail. Sending County will also notify Receiving County of an estimated time of arrival.

Sending County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Receiving County Jail as prescribed by the Receiving County Sheriff, Receiving County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Receiving County Jail.

Sending County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Sending County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Sending County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 5 - Transportation Expenses

Persons imprisoned by Sending County or arrested and brought to the Receiving County Jail for incarceration shall be escorted and transported by Sending County, at Sending County's sole expense, to the Receiving County Jail. In no event shall Receiving County transport Sending County's inmates outside Receiving County's jurisdiction. When the destination of Sending County's inmate transportation is outside Receiving County, Sending County shall arrange, at Sending County's sole expense, transportation of said inmate to and from the Receiving County Jail.

Section 6 - Confinement Expenses

Sending County shall be invoiced monthly by the Receiving County Sheriff, for each person confined in the Receiving County Jail pursuant to this Agreement, as follows: for inmates housed in Delaware County the sum of \$65.00 per inmate day during the inmate's confinement and for inmates housed in Licking County the sum of \$65.00 per inmate day during the inmate's confinement. "Inmate day" is any one calendar day, or any part thereof, separately

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

computed for each of Sending County's inmates, during which said inmate is actually subject to the care, control, custody, and supervision of the Sheriff of Receiving County, Ohio, or any of his agents or employees.

The Parties agree that Receiving County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Receiving County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Receiving County Sheriff shall prepare and submit to Sending County, monthly, a statement specifying all obligations for payment required of Sending County. Sending County shall pay unto Receiving County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Receiving County shall refund to Sending County any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Receiving County may require inmate reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of setoff to Sending County.

Section 7 - Care Expenses

Sending County shall pay all sums expended for or incurred in the name of Receiving County for any and all medical, dental, or hospital treatments (inpatient or outpatient) necessary for the care of Sending County's inmates while such inmates are in the custody and control of Receiving County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Receiving County shall notify Sending County when the fact is known or as soon thereafter as possible. If the inmate requires hospitalization under guard, they will be booked out of jail into the custody of Sending County, and Sending County shall provide their own security.

In case of the death of an inmate, Receiving County shall not be liable for any costs or expenses related to the inmate's death. Sending County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 8 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Sending County, or such other counsel Sending County may retain, shall provide legal counsel in habeas case filed in state court. Sending County shall give notice to Receiving County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Sending County to give such notice, to file an answer, or otherwise defend the matter shall entitle Receiving County to act instead of Sending County. All reasonable and necessary expenses incurred by Receiving County in any habeas corpus proceedings for any of Sending County's inmates shall be paid by Sending County unless otherwise paid by said inmate, or by someone on the inmate's behalf. The Parties agree that the Receiving County Prosecuting Attorney's hourly rate for performing this work on behalf of the other Party's County is \$100.00.

Section 9 - Liability

Receiving County shall be liable for escapes or other neglect of duty in relation to the inmate, as in other cases, and neither the Sending County's sheriff nor any of the Sending County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the inmate while the inmate is in the custody of Receiving County. The Parties agree that under R.C. 341.18 Receiving County shall have a right of action against Sending County for damages to the Receiving County Jail or other Receiving County property done by any inmate confined pursuant to this Agreement. Sending County shall not be required to reimburse Receiving County for ordinary wear and tear of Receiving County property occurring during confinement of Sending County's inmates pursuant to this Agreement.

Section 10 - Right to Refuse Inmates

Receiving County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Receiving County Sheriff shall not commit inmates suffering from any communicable, contagious, infectious or venereal disease. Should any inmate committed by Sending County develop or contract any such disease while detained at Receiving County Jail, or having received any inmate so affected, without knowledge thereof upon discovery of such condition in any inmate thereafter, Receiving County may refuse to keep such inmates. Upon such refusal to keep said inmate, Receiving County shall immediately notify Sending County or Sending County's Sheriff's Office and advise of same. Upon notification provided herein, Sending County shall, at its own expense, promptly remove or cause to be removed such inmate from the Receiving County Jail.

Receiving County shall not receive or allow to remain any pregnant inmates in the Receiving County Jail. Receiving County further reserves the right to reject or return any and all inmates committed to the Receiving Jail, when, in the sole discretion of Receiving County, the Receiving County Sheriff, or his employees, agents, or assigns determine that the conditions of said Receiving County Jail and its inmates are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Section 11 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until November 1, 2021, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Receiving County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to inmates incarcerated at the time notice of termination is given to the other Party.

Section 12 - Miscellaneous Terms & Conditions

12.1 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Receiving County and Sending County, 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.

12.2 **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 Receiving County, Ohio.

12.3 **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.

12.4 **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.

12.5 **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 to be effective and to be complied with.

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

**9
RESOLUTION NO. 19-1189**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR EVANS FARM MARKETPLACE:

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 Evans Farm Marketplace;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Evans Farm Marketplace for submittal to the Ohio EPA for their approval.

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

**10
RESOLUTION NO. 19-1190**

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR BROOKVIEW MANOR SECTION 3 AND HEATHERS AT GOLF VILLAGE SECTION 3 PHASE A:

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

WHEREAS, the construction of new sanitary sewers at the Brookview Manor Section 3 and Heathers at Golf Village Section 3 Phase A have been completed to meet Delaware County Sewer District requirements; and

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

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

Brookview Manor Section 3

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

945 linear feet of 18-inch dia. PVC sanitary sewer	\$78,964.20
2,190 linear feet of 8-inch dia. PVC sanitary sewer	\$177,346.20
2 ea. 18x6 PVC wye fittings	\$1,308.94
29 ea. 8x6 PVC wye fittings	\$4,599.11
1,733 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$51,915.63
17 sanitary manholes	\$47,058.21
529 linear feet of 2-inch force main w/ cleanouts	<u>\$10,483.75</u>
Total	\$371,676.04

Heathers at Golf Village Section 3 Phase A

812 linear feet of 8-inch dia. PVC sanitary sewer	\$39,250.40
17 ea. 8x6 PVC wye fittings	\$ 1,474.41
668 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$39,936.35
3 sanitary manholes	\$ 7,815.18
Ancillary items (silt fence, seeding, construction entrance, etc.)	<u>\$ 5,296.08</u>
Total	\$93,772.42

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 agreements for the five-year maintenance period for the above sanitary sewer improvements.

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

11

RESOLUTION NO. 19-1191

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE HYATTS ROAD SANITARY SEWER PUMP STATION, FORCE MAIN AND GRAVITY SEWER PROJECT:

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

WHEREAS, the Board of Commissioners previously entered into a contract on November 2, 2017, with Stantec Consulting Services, Inc., for the Hyatts Road Sanitary Sewer Pump Station, Force Main, and Gravity Sewer Project; and

WHEREAS, Amendment No. 1 incorporates a change in the force main alignment and modifications to the pump station design; and

WHEREAS, Amendment No. 1 extends the contract end date to 12/31/20; and

WHEREAS, there is an increase to the contract cost in the amount of \$15,600.00; and

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Professional Services Agreement with Stantec Consulting Services, Inc., for the Hyatts Road Sanitary Sewer Pump Station, Force Main and Gravity Sewer Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Professional Services Contract with Stantec Consulting Services, Inc., for the Hyatts Road Sanitary Sewer Pump Station, Force Main, and Gravity Sewer Project as follows:

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to the Original Agreement dated November 2, 2017 is made and entered into this 2nd day of December, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Stantec Consulting Services Inc. ("Consultant")

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

(hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

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

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

Pursuant to Section 7.3 of the Original Agreement, the Parties mutually agree to amend the Original Agreement by extending the completion date for the services to no later than December 31, 2020.

ARTICLE 2 – REMAINING PROVISIONS

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

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

12

RESOLUTION NO. 19-1192

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH LIMBACH COMPANY, LLC, FOR HVAC PREVENTATIVE MAINTENANCE SERVICES, ON CALL REPAIR SERVICES AND BACKFLOW INSPECTIONS:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Limbach Company, LLC, for HVAC Preventative Maintenance Services, On Call Repair Services, and Backflow Inspections;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Limbach Company, LLC:

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 2nd day of December, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and *Limbach Company, LLC, 822 Cleveland Ave., Columbus, Ohio 43201* (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
HVAC Preventative Maintenance Services, On Call Repair Services, Backflow Inspections
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are described in and shall be rendered by the Contractor in accordance with *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with *Exhibit A*.
- 4.2 For all Services described in Exhibit A, except "If Authorized" tasks, the total fees shall be \$29,444.00
- 4.3 For all services identified in Exhibit A as "If Authorized" tasks, the fee for each authorized task shall be as set forth in Exhibit A. "If Authorized" tasks shall only be performed upon mutual written modification of this Agreement and written Notice from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed \$45,000.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in Exhibit A.

5 NOTICES

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

County: Delaware County Regional Sewer District

Name: Cory Smith

Address: 10333 Olentangy River Road, Powell, OH. 43065

Telephone: 740-833-2230

Email: csmith@co.delaware.oh.us

Contractor: Limbach Company

Name of Principal: Leah Richie

Address of Firm: 822 Cleveland Ave.

City, State, Zip: Columbus, OH. 43201

Telephone: 614-607-8048

Email: leah.richie@limbachinc.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A. This Agreement shall be effective for a term of one (1) year, commencing on January 1, 2020.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

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

12 INDEMNIFICATION

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all direct damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property ~~including the loss of use resulting therefrom~~, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 Notwithstanding the foregoing subsection, and to the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Services or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

13

RESOLUTION NO. 19-1193

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO AND THE DELAWARE COUNTY PCSA TO PLAN AND IMPLEMENT THE OHIO START (SOBRIETY, TREATMENT, AND REDUCING TRAUMA) PROGRAM:

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 memorandum of understanding by and between the Public Children Services Association of Ohio and the Delaware County PCSA to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding by and between the Public Children Services Association of Ohio and the Delaware County PCSA to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program:

**PCSAO
PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO**

Safe Children, Stable Families, Supportive Communities

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of September 1, 2019 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio ("PCSAO"), and the Delaware County PCSA, a governmental entity organized under the laws of Ohio ("County PCSA"). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio's county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties' respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which Ohio START (Sobriety, Treatment and Reducing Trauma) is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee.

This Agreement is supported by grant number G-2021-06-0415 awarded by the Ohio Department of Job and Family Services. The award date is September 1st, 2019. This agreement is also supported by grant number awarded by Department of Health and Human Services, Substance Abuse and Mental Health Services

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Administration. The Federal award identification (FAIN) is and the federal award date.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration. During the Term of this Agreement, the Parties shall work together to design and implement the Ohio START program as set forth in the program's Timeline to this Agreement attached hereto as Exhibit A. This Agreement may be amended from time-to-time to include additional Timelines that shall be signed by the Parties.
2. Oversight and Evaluation.
 - 2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Ohio START.
 - 2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of the Ohio START program. PCSAO shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation.
 - 2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the program's Evaluation Plan to this Agreement attached hereto as Exhibit B. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.
3. County PCSA Responsibilities.
 - 3.1. Implementation Requirements. To participate in Ohio START, the County PCSA agrees to meet the program's implementation requirements, roles and responsibilities as set forth in the program's Ohio Sobriety, Treatment, And Reducing Trauma Program: Practice Manual attached hereto as Exhibit C. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Activities, Timeframes and Minimum Work Guidelines attached hereto as Exhibit G.
 - 3.2. Leadership and Support. In addition to ongoing local management of Ohio START, provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement and evaluate Ohio START program.
 - 3.3. Implementation. County PCSA is responsible for implementing Ohio START by working directly with abused and neglected children and their families. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, and behavioral health providers; execute a MOU with behavioral health providers and juvenile/family court to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, and trained to provide services to Ohio START families; ensure staff have received training on the screening/ assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team as specified in section 3.5; provide timely and complete program and fiscal reports; identify key staff responsible for ensuring success of the program; work with their local providers to ensure the provider is entering Ohio START client information into the Ohio Behavioral Health (OHBH) System; and ensure fidelity to the Ohio START model by having all PCSA staff, behavioral health providers, family peer mentors, and juvenile/family court personnel trained and conducting continuous quality improvement based upon recommendations from Children and Family Futures and data provided by Ohio START evaluation team.
 - 3.4. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO and Ohio START Steering Committee to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START.
 - 3.5. Fiscal Responsibility. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA Ohio START's Program Budget to this Agreement attached hereto as Exhibit D. County PCSA as the sub-grantee must submit the Ohio START Program Budget to PCSAO for each fiscal year covered in this agreement. The County PCSA is responsible for tracking Ohio START expenditures and for adhering to the requirements in this Agreement. County PCSA acknowledges that any misuse of grant funds or miscalculation of non-grant funds is solely the responsibility of the County PCSA and that the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse. The County PCSA expressly agrees that any miscalculation and/or misuse of funds under this section shall also constitute negligence of the County PCSA pursuant to Section 15.2 of this Agreement.
 - 3.6. Data Sharing and Evaluation. County PCSA will work with the Ohio State University College of

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Social Work and the Ohio University Voinovich School of Leadership and Public Affairs that will continuously evaluate Ohio START to assess the level of readiness of each county to implement Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine each PCSA's achievement of model fidelity; to determine how parenting behaviors have changed for parents with substance abuse problems; and to evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance abuse problems. The universities will share with PCSAO and County PCSA model fidelity and outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Steering Committee will provide assistance to County PCSAs to build its capacity to collect, analyze and report Ohio START data. County PCSA agrees to administer any tools developed by the universities for evaluation purposes. County PCSA will enter required information in the Needs Portal and will enter into SACWIS, in a timely manner, required information including but not limited to the following:

- i. Demographic information for each case member;
- ii. All applicable removal reasons for each child removed;
- iii. All substance use information for each case member. This includes use of substance use assessment tools and drug testing results;
- iv. All placement information;
- v. All case services information;
- vi. All applicable disposition harm descriptions; and vii. All family court hearings pertaining to the family.

3.7. **Decision Making Responsibility.** County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO or its sub-grantees.

4. **PCSAO Responsibilities.**

4.1. **Staffing.** In addition to ongoing consultation, fiscal management and collaborative support for the Ohio START program, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement and evaluate Ohio START.

4.2. **Funding.** Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the annual County PCSA's Program Budgets (Exhibit D), PCSAO shall provide reimbursement funds (ODJFS grant funds and State Opioid Response Funds (SOR)) to County PCSA to defray costs associated with the Ohio START program. County PCSA is responsible for all costs of the Ohio START program not covered by ODJFS Grant and SOR Funds.

4.3. **Technical Assistance.** PCSAO shall provide or procure technical assistance to support the Ohio START program. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. PCSAO will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. **Reports and Payments.**

5.1. **Financial and Outcome Measurement Reports.** Throughout the Term of this Agreement, County PCSA will prepare and submit monthly Outcome Measurement Surveys (OCM, Exhibit E3) and program and financial reports, if expenses have exceeded \$500.00, to PCSAO no later than the 10th of each month, attached hereto as Exhibit E. If the 10th falls on Saturday, the report will be due on Friday, the 9th. If the 10th falls on Sunday, the report will be due on Monday, the 11th. The monthly program, financial and Outcome Measurement Survey reports (Exhibits E1, E2, and E3) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at Fawn@pcsao.org with subject line "County PCSA Monthly Report". Failure to submit reports on time will delay funding reimbursement and may lead to early termination of this Agreement.

5.2. **PMT Reports.** The quarterly Performance Measurement Tool (PMT) report will be collected through the Needs Portal Database. County PCSA must enter all Ohio START data into the Needs Portal System beginning October 1st, 2019 and ensure data is accurate at the end of each quarter (December 31st, March 31st, June 30th, and September 30th) so that it may be submitted to the OVC. Failure to submit data into the Needs Portal may lead delay in funding reimbursement and/or early termination of this Agreement.

5.3. **Payments.** PCSAO shall reimburse County PCSA within thirty (30) days after PCSAO's receipt of the required reports and any additional information requested by PCSAO. A delay in reimbursement may occur if the Ohio Department of Job and Family Services or the Ohio Department of Mental Health and Addiction Services (SOR Grantor) is unable to reimburse PCSAO (grantee) in a timely manner or if the County PCSA is not in compliance with any of its obligations under this Agreement and/or under the Ohio START program. PCSAO will notify County PCSA if such a delay may occur.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

6. Use of Funds.

6.1. Compliance with Agreement. Ohio START Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Ohio START Funds may not be expended for any other purpose without PCSAO's prior written approval. The County PCSA, as an Ohio START sub-grantee, shall be subject to same terms and conditions as PCSAO.

6.2. Compliance with Law. Ohio START Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Funds shall be used : (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

6.3. No Earmarked Funds. County PCSA acknowledges that PCSAO has not earmarked any Ohio START Funds for any organization or individual other than the County PCSA, that County PCSA is solely responsible for the selection of any other organization to whom a portion of the Ohio START Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Ohio START Funds disbursed to any other organization in accordance with the terms of this Agreement.

6.4. Use of Funds. During the Term of this Agreement, the County PCSA shall use the Ohio START Funds as set forth in this Agreement and only on allowable expenses detailed in this Agreement attached hereto as Exhibit F. County PCSA must submit the first Program Budget (Exhibit D) to PCSAO no later than 30 days after this Agreement is signed indicating how Ohio START funds will be expended through June 30th 2020; the second Program Budget (Exhibit D) must be submitted to PCSAO no later than June 15th 2020 indicating how Ohio START funds will be expended through June 30th 2021. The County PCSA must submit a Monthly Financial Report (Exhibit E2) by the 10th of each month indicating the Ohio

START Funds expended for the previous month, if expenses have exceeded \$500.00. The County PCSA agrees to ensure that the funds are used only for allowable expenses as listed in Exhibit F. The County PCSA understands by accepting these Funds, PCSAO will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

6.5. Eligibility of Funds. PCSAO agrees to serve as the grantee of the Ohio START Funds and thus agrees to the special conditions associated with the ODJFS and SOR funds and requirements set forth by the Grantors. The County PCSAs are deemed sub-grantees of the Ohio START Funds and thus agree to meet the general program provisions.

6.6. Return of Funds. The Ohio START Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of PCSAO that the County PCSA will plan and use the portion budgeted over the term of this Agreement.

6.7. End of Year Reconciliation. County PCSA expressly understands that PCSAO does not have the ability to compensate County PCSA for reports submitted after the grant cycle has closed. County PCSA must submit final invoices for payment for each state fiscal year no later than 60 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

7. Records, Review and Audit.

7.1. Records Retention. County PCSA must identify Ohio START Funds on its books for ease of reference and verification. County PCSA shall keep records of all receipts, timesheets, and other expenditures arising under this Agreement, as well as copies of reports submitted to PCSAO, for at least five (5) years following completion of the Term. Upon written request and reasonable notice by PCSAO, County PCSA will permit PCSAO, its agents or representatives to visit County PCSA's premises, or submit to PCSAO's offices the request of materials, to review PCSA's activities hereunder and conduct, at PCSAO's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of PCSAO Ohio START Funds. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

7.2. Media. County PCSA agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of PCSAO and ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS and PCSAO will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way deemed appropriate. County PCSA further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. County PCSA understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

7.3. Private Records. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by County PCSA. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. County PCSA will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. County PCSA agrees that the terms of this Section will be included in any contract or subgrant executed by County PCSA for work under this Agreement.

7.4. Proprietary Information. County PCSA information that is proprietary and has been specifically identified by County PCSA as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put County PCSA at a competitive disadvantage in County PCSA's marketplace and trade if it were made public. ODJFS reserves the right to require reasonable evidence of County PCSA's assertion of the proprietary nature of any information. The provisions of this section are not self-executing. County PCSA must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

7.5. Audit. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to PCSAO, and copies of all materials produced under or pertaining to this Agreement will be retained by County PCSA and will be made available for and it by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. If applicable, County PCSA must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

7.6. Litigation Hold. County PCSA agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS or PCSAO, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require County PCSA to keep the records longer than the approved records retention schedule. County PCSA will be notified by ODJFS or PCSAO when the litigation hold ends, and retention can resume based on the approved records retention schedule. If County PCSA fails to retain the pertinent records after receiving a litigation hold from ODJFS or PCSAO, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

8. Term and Termination.

8.1. Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2021 (Term), unless sooner terminated under Section 8.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement.

8.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Ohio START program and this Agreement at any time during the Term by giving thirty (30) business days' advanced written notice to the other Party. Immediately upon receiving a notice of termination from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, PCSAO shall reimburse County PCSA for all necessary and reasonable costs and expenses actually incurred prior to termination.

9. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Ohio START program, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

10. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

11. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Ohio START activity.

12. Intellectual Property.

12.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in the Ohio START program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

12.2. Program Materials. In furtherance of the Ohio START program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

13. Communication Standards.

13.1. Prior Approval. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

13.2. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO and ODJFS as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g. reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and ODJFS shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

"This [publication/report/project/event] was made possible in collaboration with PCSAO and the Ohio Department of Job and Family Services pursuant to grant number G-2021-06-0415."

13.3. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO."

13.4. Use of Ohio START Logo. County PCSA shall include the Ohio START's logo in its written materials, Publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials if the content relates to the program.

14. Special Conditions

14.1. Compliance. County PCSA hereby affirms current and continued compliance with each condition listed in this section. County PCSA's certification of compliance with each of these conditions is considered a material representation of fact upon which PCSAO relied in entering into this Agreement.

14.2. Federal Debarment Requirements. County PCSA affirms that neither County PCSA nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. County PCSA also affirms that within three years preceding this agreement neither County PCSA nor any of its principals:

14.2.1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

14.2.2. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

14.3. Qualifications to Conduct Business. County PCSA affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period County PCSA, for any reason, becomes disqualified from conducting business in the State of Ohio, County PCSA will immediately notify PCSAO in writing and will immediately cease performance of all Grant activities.

14.4. Unfair Labor Practices. County PCSA affirms that neither County PCSA nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify County PCSA as having more than one unfair labor practice contempt of court finding.

14.5. Finding for Recovery. County PCSA affirms that neither County PCSA nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

14.6. Americans with Disabilities. County PCSA, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

14.7. Fair Labor Standards and Employment Practices. County PCSA certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

14.7.1. In carrying out this Agreement, County PCSA will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

14.7.2. County PCSA agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

14.7.3. County PCSA will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

14.8. Ethics and Conflicts of Interest Laws.

14.8.1. County PCSA certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. County PCSA further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14.8.2. County PCSA certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

14.8.3. County PCSA agrees to refrain from promising or giving to any ODJFS or PCSAO employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. County PCSA further agrees that it will not solicit any ODJFS or PCSAO employee to violate ORC 102.03, 2921.42, or 2921.43.

14.8.4. County PCSA agrees that County PCSA, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of County PCSA's functions and responsibilities under this Agreement. If County PCSA, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, County PCSA agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. County PCSA further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.

14.9. Lobbying Restrictions. County PCSA affirms that no federal funds paid to County PCSA by PCSAO through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. County PCSA further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), County PCSA affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations. County PCSA certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

14.10. Child Support Enforcement. County PCSA agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that County PCSA and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

14.11. Pro-Child Act. If any Grant activities call for services to minors, County PCSA agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C - Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

14.12. Drug-Free Workplace. County PCSA, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. County PCSA will make a good faith effort to ensure that none of County PCSA's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

14.13. Work Programs. County PCSA agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

14.14. MBE/EDGE. Pursuant to the Governor's Executive Order 2008-13S, County PCSA agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. County PCSA agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

14.15. Expenditure of Public Funds for Offshore Services-Executive Order Requirements. County PCSA certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

14.15.1. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, County PCSA must disclose:

The location(s) where all services will be performed by County PCSA or any subcontractor;

The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and

The principal location of business for County PCSA and all subcontractors .

14.15.2. County PCSA also affirms, understands, and agrees to immediately notify PCSAO of any change or shift in the location(s) of services performed by County PCSA or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

14.15.3. Termination, Sanction, Damages: PCSAO is not obligated and shall not pay for any services provided under this Agreement that County PCSA or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and County PCSA shall immediately return to PCSAO all funds paid for those services.

14.15.4. In addition, if County PCSA or any of its subcontractors perform any such services outside of the United States, PCSAO may, at any time after the breach, terminate this Agreement for such breach, upon written notice to County PCSA. If PCSAO terminates the Agreement, PCSAO may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

14.16. Civil Rights Assurance. The County PCSA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

14.17. Certification of Compliance. County PCSA certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

14.18. Failure to Comply. If at any time County PCSA is not in compliance with the conditions affirmed in this Section, PCSAO may immediately suspend or terminate this Agreement and will deliver written notice to County PCSA. County PCSA will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time County PCSA was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when County PCSA was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against County PCSA.

15. Insurance and Indemnification.

15.1. Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Ohio START program. Upon request, each Party shall provide the other with certificates of insurance.

15.2. Negligence of Parties. To the fullest extent permitted by law, County PCSA agrees to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by the County PCSA, its agents, and/or its employees. To the fullest extent permitted by law, PCSAO agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by PCSAO, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

such responsibility from one to the other.

15.3. **Liability.** County PCSA's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this section. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

16. **General.**

16.1. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

16.2. **Dispute Resolution.** In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either Party, unless mutually extended by the Parties. Should the Parties be unable to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually selected mediator. The Parties will share the costs of mediation and arbitration equally. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 9.1 and 9.2 of this Agreement.

16.3. **Separate Entities.** By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify, defend and hold the other Parties harmless from any claim or loss relating to the same.

16.4. **Notices.** All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.

16.5. **Subcontracting.** The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.

16.6. **Assignment.** Neither Party shall assign this Agreement or its interest therein without the other Parties' prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

16.7. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

16.8. **Entire Agreement/Modification.** This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

16.9. **No Interpretation against Drafter.** The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

16.10. **Waiver.** The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

16.11. **Severability.** If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

16.12. **Survival.** The conditions, obligations and warranties contained in this Agreement that by their nature

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

16.13. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

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

14
RESOLUTION NO. 19-1194

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB & FAMILY SERVICES:

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

Transfer of Funds			
From		To	
10011110-5801		22511607-4601	1,000,000.00
Human Services/Miscellaneous Cash		Children Services/Interfund Revenue	
Transfer			
22511607-5801		22411604-4601	225,000.00
Children Services Fund/Miscellaneous		JFS Child Protection/Interfund Revenues	
Cash Transfer			

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

15
RESOLUTION NO. 19-1195

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 19-810 on August 19, 2019, adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the August 19, 2019 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the meeting room at The Frank B. Willis Building, 2079 U.S. Route 23 North, Delaware, Ohio 43015 for the Ohio Department of Transportation District 6 on January 22, 2020 at no cost.

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

16
RESOLUTION NO. 19-1196

IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE CITY OF MINERVA, OHIO POLICE DEPARTMENT, STARK COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically one (1) Motorola XTL 5000 W5 Mobile Radio, Serial Number: 500CFX0087 (the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019

WHEREAS, the Village of Minerva Police Department has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the sale of the Property to the Village of Minerva Police Department, Minerva, Stark County, Ohio, for the total sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Chief of Police for the Village of Minerva Police Department, Minerva, Stark County, Ohio.

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

17

RESOLUTION NO. 19-1197

IN THE MATTER OF APPROVING A LICENSE AND SERVICES AGREEMENT BETWEEN DELAWARE COUNTY AND TYLER TECHNOLOGIES, INC., FOR THE PURCHASE OF TYLER NEW WORLD COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS):

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

WHEREAS, the Director of Emergency Communications recommends approval of the License and Services Agreement between Delaware County and Tyler Technologies, Inc., for the purchase of Tyler New World Computer Aided Dispatch (CAD) and Records Management System (RMS); and

WHEREAS, the Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
 - Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
 - Schedule 1: Support Call Process
- Exhibit D Third Party End User License Agreement(s)
- Exhibit E Statement of Work
 - Schedule 1: Implementation and Training Support Services
 - Schedule 2: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software
- Exhibit F Additional Terms for New World Public Safety and Brazos Hosted Components
 - Schedule 1: Service Level Agreement for Hosted Components
- Exhibit G SoftCode Product Suite - Scope of Project
- Exhibit H Socrata Terms and Conditions;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the License and Services Agreement between Delaware County and Tyler Technologies, Inc., for the purchase of Tyler New World Computer Aided Dispatch (CAD) and Records Management System (RMS);

FURTHER, BE IT RESOLVED that the Delaware County Board of Commissioners approves purchase order request number R1905455.

(A copy of this Agreement is available in the Commissioners' Office until no longer of administrative value).

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

18

RESOLUTION NO. 19-1198

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:

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Permit #	Applicant	Location	Type of Work
U19-201	Suburban Natural Gas	Corduroy Road	Lay gas main
U19-202	Century Link	Center Village Road	Remove pole
U19-203	AT&T	Marsella Court	Bore and place plastic duct
U19-204	Spectrum	Miller Paul Road	Place buried cable in ROW
U19-205	Century Link	Plantation Road	Relocate utilities

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

19

RESOLUTION NO. 19-1199

IN THE MATTER OF APPROVING DEVELOPER’S AGREEMENTS FOR HYATTS ROAD CONTRIBUTION FROM CLARK SHAW RESERVE I, LLC AND ROCKFORD HOMES, INC. IN CONJUNCTION WITH CLARK SHAW RESERVE, AND EPCON HYATTS, LLC IN CONJUNCTION WITH THE COURTYARDS AT HYATTS:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreements for Hyatts Road Contribution from Clark Shaw Reserve I, LLC and Rockford Homes, Inc. in conjunction with Clark Shaw Reserve, and Epcon Hyatts, LLC in conjunction with The Courtyards at Hyatts;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreements for Hyatts Road Contribution from Clark Shaw Reserve I, LLC and Rockford Homes, Inc. in conjunction with Clark Shaw Reserve, and Epcon Hyatts, LLC in conjunction with The Courtyards at Hyatts as follows:

Clark Shaw Reserve I, LLC

DEVELOPER’S AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of December, 2019, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **CLARKSHAW RESERVE I, LLC**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Clark Shaw Reserve (the “Development”), which will include a new roadway access to Hyatts Road and contribute to the need for improvements to HyattsRoad or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) On or before December 31, 2023, the **OWNER** shall pay to the **COUNTY** One Hundred Fifty-Eight Thousand Nine Hundred Dollars (\$158,900), mutually agreed to be the **OWNER’S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Cheshire Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Fifty-Eight Thousand Nine Hundred Dollars (\$158,900), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY’S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

Rockford Homes, Inc.

DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of December, 2019, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROCKFORD HOMES, INC.**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Clark Shaw Reserve (the "Development"), which will include a new roadway access to Hyatts Road and contribute to the need for improvements to Hyatts Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the "Improvements").
- 2) On or before December 31, 2023, the **OWNER** shall pay to the **COUNTY** One Hundred Fifty-Six Thousand One Hundred Dollars (\$156,100), mutually agreed to be the **OWNER'S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Hyatts Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Fifty-Six Thousand One Hundred Dollars (\$156,100), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY'S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

Epcon Hyatts, LLC

DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of December, 2019, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **EPCON HYATTS, LLC**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as The Courtyards at Hyatts (the "Development"), which will include a new roadway access to Hyatts Road and contribute to the need for improvements to Hyatts Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the "Improvements").
- 2) On or before December 31, 2023, the **OWNER** shall pay to the **COUNTY** One Hundred Fifty-Two Thousand Three Hundred Dollars (\$152,300), mutually agreed to be the **OWNER'S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Hyatts Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Fifty-Two Thousand Three Hundred Dollars (\$152,300), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

AGREEMENT. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.

- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY**'s right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

20

RESOLUTION NO. 19-1200

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
0103030101	2002 Chevrolet Silverado Pickup Truck	1GCEK14V82Z259264
ENG05007	2005 GMC 1500 Pickup Truck	1GTEK14X557333522
ENG0506	2005 GMC Sierra 1500 Pickup Truck	1GTEK14X95Z337332
0206270003	2000 Ford TN70 Tractor	1202933

(hereinafter collectively referred to as the "Property").

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that any of the Property that is not sold by internet auction within a reasonable period of time has no value and may be discarded or salvaged.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

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

21

RESOLUTION NO. 19-1201

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2020-2021 MOWING CONTRACT NORTH OF US 36 AND 2020-2021 MOWING CONTRACT SOUTH OF US 36:

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

WHEREAS, the Delaware County Engineer recommends approval of the Bid Specifications and the Bid Opening Date and Time for 2020-2021 Mowing Contract North of US 36 and 2020-2021 Mowing Contract South of US 36;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2020-2021 Mowing Contract North of US 36 and 2020-2021 Mowing Contract South of US 36:

2020-2021 Mowing Contract North of US 36

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice 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:

2020-2021 Roadside Mowing (North)

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 one (1) year Maintenance/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 prices of this contract shall be in effect from January 20, 2020 to December 31, 2021.

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, 2020

**SPECIFICATIONS
2020-21 Mowing Contract
County Mowing Contract North of US 36
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County").

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing 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.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

TERM OF CONTRACT

This contract shall be in effect from January 20, 2020 to December 31, 2021. The County reserves the right to cancel the contract at any time, in the best interest of the County.

ADDITIVE ALTERNATE BID

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

SCOPE OF WORK – BASE BID

The Base Bid item includes one season of mowing of all Delaware County roads North of State Route 36 in Delaware County, Ohio, totaling 152.52 centerline miles as specified on the Delaware County 2015-2016 Highway Map on file in the Delaware County Engineer's Office.

SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)

Alternate Bid #1: This item includes a second season of mowing in 2021 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

SPECIFICATIONS

1. General Requirements. Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

2. Schedule of Work. All roads shall be mowed a minimum of four (4) times annually as follows:

Round 1. The first round of mowing shall begin on or about Monday, May 11th or as determined by the Engineer and shall be completed by June 5th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 2. The second round of mowing shall begin on or about June 22nd and shall be completed on or before July 17th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Round 3. The third round of mowing shall begin on or about August 3rd and shall be completed on or before August 28th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 4. The fourth round of mowing shall begin on or about September 14th and shall be completed on or before October 9th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

3. Mowing Equipment. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, measured as no more than a 2 foot diameter around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

4. Maintenance of Traffic. The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

A. Temporary Traffic Control. The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

5. Inspection. The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

6. Prosecution and Progress. The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

7. Fuel Price Adjustment. A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction Administration website at:
<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

Average Monthly Base Price (Average Mbp):

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

$$\text{Average Mbp} = [(\text{June Mbp}) + (\text{July Mbp}) + (\text{August Mbp}) + (\text{September Mbp}) + (\text{October Mbp})] / 5$$

Fuel Price Adjustment (Fpa):

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$$\text{Fpa} = [(\text{Average Mbp} - \text{Cbp}) \times 0.50] / \text{Cbp}$$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

Revised Unit Price = Original Contract Unit Price x Fpa

The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

8. Liability. The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

9. Method of Measurement and Payment. Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

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

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

Property Damage Liability”, and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

2020-21 Mowing contract South of US 36

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice 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:

2020-2021 Roadside Mowing (South)

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 one (1) year Maintenance/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 prices of this contract shall be in effect from January 20, 2020 to December 31, 2021.

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
2020-21 Mowing Contract
County Mowing Contract South of US 36
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as “County”).

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing 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.

TERM OF CONTRACT

This contract shall be in effect from January 20, 2020 to December 31, 2021. The County reserves the right to cancel the contract at any time, in the best interest of the County.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

ADDITIVE ALTERNATE BID

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

SCOPE OF WORK – BASE BID

The Base Bid item includes one season of mowing of all Delaware County roads South of State Route 36 in Delaware County, Ohio, totaling 140.27 centerline miles as specified on the Delaware County 2015-2016 Highway Map on file in the Delaware County Engineer's Office.

SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)

Alternate Bid #1: This item includes a second season of mowing in 2021 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

SPECIFICATIONS

1. General Requirements. Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

2. Schedule of Work. All roads shall be mowed a minimum of four (4) times annually as follows:

Round 1. The first round of mowing shall begin on or about Monday, May 11th or as determined by the Engineer and shall be completed by June 5th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 2. The second round of mowing shall begin on or about June 22nd and shall be completed on or before July 17th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 3. The third round of mowing shall begin on or about August 3rd and shall be completed on or before August 28th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer.

Round 4. The fourth round of mowing shall begin on or about September 14th and shall be completed on or before October 9th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

3. Mowing Equipment. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, measured as no more than a 2 foot diameter around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

4. Maintenance of Traffic. The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

A. Temporary Traffic Control. The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

5. Inspection. The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

6. Prosecution and Progress. The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

7. Fuel Price Adjustment. A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction Administration website at:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

Average Monthly Base Price (Average MBP):

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

Average Mbp = [(June Mbp) + (July Mbp) + (August Mbp) + (September Mbp) + (October Mbp)] / 5

Fuel Price Adjustment (Fpa):

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$Fpa = [(Average\ Mbp - Cbp) \times 0.50] / Cbp$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

Revised Unit Price = Original Contract Unit Price x Fpa

The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

8. Liability. The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

9. Method of Measurement and Payment. Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

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

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

within the limits of state and local law.

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

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

22

RESOLUTION NO. 19-1202

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ASPHALT MATERIALS FOR 2020:

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

WHEREAS, the Delaware County Engineer recommends approval of the Bid Specifications and the Bid Opening Date and Time for Asphalt Materials for 2020;

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

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, March 31, 2020, at which time they will be publicly received and read aloud, for the project known as:

**2020 Asphalt Materials
Supply 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 Owner requires that all work associated with the project be completed before December 31, 2020. The estimated commencement of work date is April 13, 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:
March 13, 2020

**SPECIFICATIONS
2020 Asphalt Materials
Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices 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 furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials 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.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019**

COOPERATIVE PURCHASING PROGRAM

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

- All political subdivisions within Delaware County
- Delaware County Preservations Parks District
- 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.

TERM OF CONTRACT

This contract shall be in effect from April 13, 2020 to December 31, 2020. The County reserves the right to cancel the contract at any time, in the best interest of the County.

MATERIAL SPECIFICATIONS

2019 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)
RS-2P (polymer modified rapid setting emulsion)
CRS-2 (cationic rapid setting emulsion)
CRS-2P (cationic, polymer modified rapid setting emulsion)
SS-1 (slow setting asphalt emulsion)
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

Asphalt Concrete-HMA Type 1 Surface Mix
(441): Type 1 Intermediate Mix
Type 2 Intermediate Mix

ORDERS AND DELIVERY

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

LIQUID ASPHALTS

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019

ASPHALT CONCRETE MATERIALS

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

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

23

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-Attended the OSU vs. Michigan game Saturday.

24

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the Land Bank meeting last week. This was the first meeting with the new Treasurer, Mike Ringle.
-The Hartford Fair annual appreciation dinner is tomorrow night.
-The 2019 CCAO Winter Conference starts Wednesday.

Commissioner Benton
-CEBCO will hold a meeting during the CCAO Winter Conference.
-Will be attending ED411.
-The People in Need clearing house event will take place this Sunday.

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2019

Commissioner Lewis

-The Quarterly Stepping Up meeting will take place Thursday afternoon.

25

RESOLUTION NO. 19-1203

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR COLLECTIVE BARGAINING:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 compensation of a public employee or public official; to consider the purchase of property for public purposes; for collective bargaining.

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

RESOLUTION NO. 19-1204

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. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners