

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 24, 2020**

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

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

**2:00 P.M. Work Session**

**1**  
**RESOLUTION NO. 20-724**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 20, 2020:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 20, 2020; 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**  
**RESOLUTION NO. 20-725**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0821, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0821 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0821:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0821, memo transfers in batch numbers MTAPR0821, Procurement Card Payments in batch number PCAPR0821 and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u>        | <u>Account</u> | <u>Amount</u> |
|---------------------|---------------------------|----------------|---------------|
| <b>PO' Increase</b> |                           |                |               |
| H.R. GRAY & ASSOC.  | CONTRACTED PROF. SERVICES | 66211900-5301  | \$25,000.00   |
| BOARD AND CARE      | JFS PROGRAMS              | 22511607-5350  | \$40,000.00   |

| <u>PR Number</u> | <u>Vendor Name</u>       | <u>Line Description</u>                  | <u>Account</u>     | <u>Amount</u> |
|------------------|--------------------------|--|--------------------|---------------|
| R2004085         | OROLIA USA INC           | NETCLOCK 9483 FOR 9-1-1<br>PHONE SYSTEM  | 21711326-<br>5450  | \$7,035.00    |
| R2004040         | CELL SITE CAPITAL<br>LLC | FIBER CELLULAR PLANNING                  | 21011113 -<br>5301 | \$12,000.00   |
| R2004068         | RAY,CAROL L              | LOWER ACPS EASEMENT -<br>4094 E BLUFF DR | 66711900 -<br>5402 | \$20,000.00   |
| R2004074         | WANNER METAL<br>WORX INC | HISTORIC COURTHOUSE<br>RENOVATIONS       | 42011438 -<br>5410 | \$ 6,880.00   |

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

**3**  
**RESOLUTION NO. 20-726**

**IN THE MATTER OF SETTING DATE, TIME, AND PLACE FOR THE VIEW AND FINAL HEARING FOR THE PETITION REQUESTING THE VACATION OF A 0.165 ACRE TRACT OF BAINBRIDGE MILLS DRIVE IN LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO:**

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

WHEREAS, on June 3, 2020, Melvin House filed a Road Vacation Petition, signed by 12 freeholders in accordance with section 5553.04 of the Revised Code, requesting the vacation of a 0.165 acre tract of Bainbridge Mills Drive in Liberty Township, Delaware County, Ohio; and

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WHEREAS, pursuant to section 5553.05 of the Revised Code, the Board shall fix a date when it will view the proposed vacation, and also a date for a final hearing thereon;

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

Section 1. The Board shall view the proposed vacation on **Monday, September 28, 2020, at 1:30P.M.**, with the use of video technology at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio. The Board shall conduct a final hearing on the proposed vacation on **Monday, October 5, 2020, at 10:00A.M.**, at the Commissioners’ Hearing Room located at 101 North Sandusky Street, Delaware, Ohio 43015.

Section 2. The Clerk of the Board is hereby directed to give notice of the view and final hearing by publication in the Delaware Gazette once a week for two consecutive weeks. The Clerk is also directed to send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be vacated, and to the director of natural resources. Such notice shall be mailed to the addresses of such owners appearing on the county auditor's current tax list or the treasurer's mailing list.

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

**4**  
**RESOLUTION NO. 20-727**

**RESOLUTION OF NECESSITY FOR PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY SHERIFF’S OFFICE OR ITS EMPLOYEES:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to purchase a motor vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for one (1) additional used motor vehicle;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds that it is necessary to purchase one (1) used motor vehicle for use by the Sheriff’s Office or its employees, at a total estimated cost not to exceed \$25,800.00.

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

**8**  
**RESOLUTION NO. 20-728**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND A TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:**

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

**Transfer of Funds**

|                          |  |              |
|--------------------------|--|--------------|
| <b>From</b>              | <b>To</b>                                |              |
| 10011110-5801            | 22511607-4601                            | \$412,500.00 |
| Human Services/Transfers | Children Services Fund/Interfund Revenue |              |

**Transfer of Appropriations**

|                                    |  |              |
|------------------------------------|--|--------------|
| <b>From</b>                        | <b>To</b>                                |              |
| 22311611-5801                      | 22311611-5348                            | \$100,000.00 |
| Workforce Investment Act/Transfers | Workforce Investment Act/Client Services |              |

**Transfer of Appropriations**

|   |  |            |
|---|--|------------|
| <b>From</b>                                   | <b>To</b>                                |            |
| 22311614-5201                                 | 22311614-5328                            | \$2,000.00 |
| Workforce Investment Act/Materials & Supplies | Workforce Investment Act/Services & Chrg |            |

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

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**5****RESOLUTION NO. 20-729**

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

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

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**Section 1 Parties to the Agreement**

This Agreement is made and entered into this 24<sup>th</sup> day of August 2020 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the "County"), and the Board of Township Trustees of Genoa Township, 5111 South Old 3C Highway, Westerville, Ohio 43082 (the "Township"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

**Section 2 Purpose**

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

**Section 3 Division of Responsibilities**

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

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

**Section 4 Compensation**

The Township agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. Township and County agree there are currently two (2) virtual servers and eighty four (84) user accounts, and the Parties understand that the number of virtual servers and user accounts may increase or decrease.

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

**Section 5 Records**

5.1 County and Township acknowledge and agree that Township data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to Township.

5.2 County and Township acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.01 1(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered Township records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.

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5.3 However, to assist Township in meeting its responsibilities:

- (a) County will maintain full access by Township to the Township's data stored in its system.
- (b) If County receives a public records request for Township records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Township Fiscal Officer as the individual responsible for response to requests for Township records. County will then immediately forward the request to the Township Fiscal Officer and advise them as to the circumstances of the request and its receipt.
- (c) The County will provide technical assistance to the Township, as requested by the Township Administrator, in compiling and delivering Township data responsive to a public records request.

5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Township data received or stored under this Agreement, it must make reasonable efforts to provide Township with prompt notice of such legal requirement prior to disclosure so that Township may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Township in reviewing such material for appropriate redaction prior to disclosure.

5.5 Upon termination or expiration of this Agreement, County will return all Township data to Township and shall not retain copies of all or any portion of it within its system.

5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 6 Term**

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

**Section 7 Legal Contingencies**

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

**Section 8 Personnel**

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

**Section 9 Equipment and Facilities**

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

**Section 10 Insurance and Liability**

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

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

**Section 11 Miscellaneous Terms & Conditions**

**11.1 Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This

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Agreement shall not be assigned.

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

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

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**EXHIBIT A**

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**EXHIBIT B**

| Name             | Hourly Rate | Hours | Total    | OPERS   | Medicare | Health Insurance | Wcomp | Total Cost |
|------------------|-------------|-------|----------|---------|----------|------------------|-------|------------|
| Curry Hoffman    | 36.15       | 1     | \$ 36.15 | \$ 5.06 | \$ 0.53  | \$4.10           | \$.36 | \$ 46.20   |
| Calvin Lawson    | 24.98       | 1     | \$24.98  | \$ 3.50 | \$ 0.36  | \$.0             | \$.25 | \$ 29.09   |
| Paul Winters     | 24.98       | 1     | \$24.98  | \$3.50  | \$0.36   | \$.0             | \$.25 | \$ 29.09   |
| Jason Montgomery | 36.15       | 1     | \$ 36.15 | \$ 5.06 | \$ 0.53  | \$12.49          | \$.36 | \$ 54.59   |
| Ron Clayton      | 28.54       | 1     | \$ 28.54 | \$ 4.00 | \$ 0.41  | \$ 12.49         | \$.29 | \$ 45.73   |
| Mike Massaro     | 24.98       | 1     | \$ 24.98 | \$ 3.50 | \$ 0.36  | \$4.10           | \$.25 | \$ 33.19   |
| Shane Herbert    | 55.20       | 1     | \$ 55.20 | \$7.73  | \$.80    | \$12.49          | \$.55 | \$ 76.77   |

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

**6  
RESOLUTION NO. 20-730**

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

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**SERVICES TO THE TOWNSHIP:**

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

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**Section 1 - Parties to the Agreement**

This Agreement is made and entered into this 24<sup>th</sup> day of August, 2020 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the "County"), and the Board of Township Trustees of Liberty Township, 101104 Brewster Lane Powell Ohio 43065 (the "Township"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

**Section 2 - Purpose**

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

**Section 3 - Division of Responsibilities**

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

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

**Section 4 - Compensation**

The Township agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. Township and County agree there are currently two (2) virtual servers and eighty four (84) user accounts, and the Parties understand that the number of virtual servers and user accounts may increase or decrease.

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

**Section 5 - Records**

5.1 County and Township acknowledge and agree that Township data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to Township.

5.2 County and Township acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered Township records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.

5.3 However, to assist Township in meeting its responsibilities:

- (a) County will maintain full access by Township to the Township's data stored in its system.
- (b) If County receives a public records request for Township records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Township Fiscal Officer as the individual responsible for response to

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requests for Township records. County will then immediately forward the request to the Township Fiscal Officer and advise them as to the circumstances of the request and its receipt.

- (c) The County will provide technical assistance to the Township, as requested by the Township Administrator, in compiling and delivering Township data responsive to a public records request.

5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Township data received or stored under this Agreement, it must make reasonable efforts to provide Township with prompt notice of such legal requirement prior to disclosure so that Township may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Township in reviewing such material for appropriate redaction prior to disclosure.

5.5 Upon termination or expiration of this Agreement, County will return all Township data to Township and shall not retain copies of all or any portion of it within its system.

5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

**Section 6 - Term**

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

**Section 7 - Legal Contingencies**

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

**Section 8 - Personnel**

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

**Section 9 - Equipment and Facilities**

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

**Section 10 - Insurance and Liability**

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

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

**Section 11 - Miscellaneous Terms & Conditions**

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

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

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

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**EXHIBIT A**

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**EXHIBIT B**

| Name             | Hourly Rate | Hours | Total    | OPERS   | Medicare | Health Insurance | Wcomp  | Total Cost |
|------------------|-------------|-------|----------|---------|----------|------------------|--------|------------|
| Curry Hoffman    | 36.15       | 1     | \$ 36.15 | \$ 5.06 | \$ 0.53  | \$4.10           | \$ .36 | \$ 46.20   |
| Calvin Lawson    | 24.98       | 1     | \$24.98  | \$ 3.50 | \$ 0.36  | \$ .0            | \$ .25 | \$ 29.09   |
| Paul Winters     | 24.98       | 1     | \$24.98  | \$3.50  | \$0.36   | \$ .0            | \$ .25 | \$ 29.09   |
| Jason Montgomery | 36.15       | 1     | \$ 36.15 | \$ 5.06 | \$ 0.53  | \$ 12.49         | \$ .36 | \$ 54.59   |
| Ron Clayton      | 28.54       | 1     | \$ 28.54 | \$ 4.00 | \$ 0.41  | \$12.49          | \$ .29 | \$ 45.73   |
| Mike Massaro     | 24.98       | 1     | \$ 24.98 | \$ 3.50 | \$ 0.36  | \$4.10           | \$ .25 | \$ 33.19   |
| Shane Herbert    | 55.20       | 1     | \$ 55.20 | \$7.73  | \$ .80   | \$12.49          | \$ .55 | \$ 76.77   |

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

**7  
RESOLUTION NO. 20-731**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE DELAWARE FIBER EXTENSION PROJECT:**

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

WHEREAS, the County Auditor and the Chief Technology Officer recommend approval of the Specifications and Setting Bid Opening Date and Time for the Project Known as the Delaware Fiber Extension Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Specifications and Setting Bid Opening Date and Time for the Project Known as the Delaware Fiber Extension



**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
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Project:

**Public Notice  
Invitation to Bid  
Delaware Fiber Extension Project**

Sealed bids will be received by the Delaware County Board of Commissioners, c/o Steve Lewis, Chief Technology Officer, 101 North Sandusky Street, Delaware, Ohio 43015, until 10:00 A.M. on September 29, 2020, at which time they will be publicly opened and read aloud, for the project known as the Delaware Fiber Extension Project.

This Public Notice is posted on the Delaware County website at the following address: <https://co.delaware.oh.us/media-room/bids/>. This Public Notice, and the bid documents, will be available in PDF form listed under "Delaware County Bid Openings" with the title "Delaware Fiber Extension Project."

The Delaware Fiber Extension Project includes the installation and development, and potential management and maintenance, of fiber optic cabling connecting at various points to an existing fiber link.

The proposals must be made on the forms provided in the bid documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DELAWARE FIBER EXTENSION PROJECT". Bids 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.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the bid documents may be obtained from the Delaware County Data Center Office, 10 Court Street, Delaware, Ohio 43015, during normal business hours, 8:30 A.M. to 4:30 P.M., Monday through Friday, at a cost of Five Dollars (\$5.00), or downloaded from the Delaware County website at <https://co.delaware.oh.us/media-room/bids/>, free of charge.

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 the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Date: Friday, August 28, 2020

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

**9**

**RESOLUTION NO. 20-732**

**IN THE MATTER OF AMENDING RESOLUTION NO. 20-682 FOR THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER'S OFFICE:**

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

WHEREAS, pursuant to Resolution No. 20-682, the Board of Commissioners (the "Board") approved the purchase of two (2) Ram Model 1500 Quad Cab 4WD Pickup Trucks ("Vehicles") from Sherry Chrysler for the County Engineer's Office (the "Engineer") at the total price of \$48,216; and

WHEREAS, it has been determined that the total price did not include the desired options for the Vehicles; and

WHEREAS, the Engineer is requesting to amend the purchase price of the Vehicles to \$25,090 per truck for a total price of \$50,180;

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

Section 1. The Board hereby amends Section 5 of Resolution No. 20-682 to read as follows: "The Board hereby authorizes the purchase of two (2) Ram Model 1500 4WD Pickup Trucks from Sherry Chrysler at the total price of \$50,180."

Section 2. All other terms of Resolution No. 20-682 shall remain in force.

Section 3. This Resolution shall be effective immediately upon adoption.

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

**10**

**RESOLUTION NO. 20-733**

**IN THE MATTER OF APPROVING AN OWNER'S AGREEMENT FOR SCIOTO RESERVE EXTENSION:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Scioto Reserve Extension;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Scioto Reserve Extension:

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 20003**

**THIS AGREEMENT**, executed on this 24<sup>th</sup> day of August 2020 between **CM VINCE PROPERTIES, LTD.**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Scioto Reserve Extension**, further identified as Project Number 20003 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND DOLLARS (\$32,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance

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shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

**Should the OWNER 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**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated here.

**EXHIBIT “A”**

|                            |           |
|----------------------------|-----------|
| CONSTRUCTION COST ESTIMATE | \$531,500 |
| CONSTRUCTION BOND AMOUNT   | \$ N/A    |
| MAINTENANCE BOND AMOUNT    | \$ 53,200 |
| INSPECTION FEE DEPOSIT     | \$ 32,000 |

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

**11**

**RESOLUTION NO. 20-734**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR GENOA PLACE:**

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

WHEREAS, Genoa Point Partners, LLC, has submitted the Plat of Subdivision (“Plat”) for Genoa Place, including related development plans (“Plans”), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 4, 2019; and

WHEREAS, Del-Co Water Company, Inc., has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on December 5, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on December 6, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 15, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 14, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Genoa Place.

**Genoa Place**

Situated in the Township of Genoa, and being part of Lot 31, Section 3, Township 3, Range 17, County of Delaware, State of Ohio, United States Military Lands, and being all of Lot 498 of Harry H. and Teresa M. Ward Subdivision of record in Plat Book 5, Page 167, said Lot 498 conveyed to Genoa Point Partners, LLC, of record in D.B. 1588, PG. 1848. All references to records being on file in the Office of the Recorder, Delaware County, Ohio. Cost: 12

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

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**12**

**RESOLUTION NO. 20-735**

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

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

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

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

| Permit #  | Applicant            | Location               | Type of Work           |
|-----------|----------------------|------------------------|------------------------|
| UT20-0129 | Suburban Natural Gas | Abbey Knoll Drive      | Install gas main       |
| UT20-0130 | Spectrum             | Abbotsford Green Drive | Place buried cable     |
| UT20-0131 | Spectrum             | Clark Shaw Road        | Place buried cable     |
| UT20-0132 | Spectrum             | Big Walnut Road        | Place buried cable     |
| UT20-0133 | MCI                  | Liberty Road           | Place directional bore |

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

**13**

**RESOLUTION NO. 20-736**

**IN THE MATTER OF APPOINTING A MEMBER TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:**

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

WHEREAS, the Ohio Revised Code requires a Job and Family Services Community Planning Committee whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Commissioners and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provisions of social services and workforce development programs;

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

Section 1. The Board hereby approves an exception to the Policy for the appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointment of Rhianna Mattix to replace Amy Hill as the Delaware-Knox Mental Health & Recovery Services Board representative on the Delaware County Job and Family Services Community Planning Committee, filling an unexpired term as specified herein:

| Appointee      | Term Ends       |
|----------------|-----------------|
| Rhianna Mattix | October 4, 2022 |

Section 3. The appointment approved herein shall take effect immediately upon adoption of this Resolution.

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

**14**

**RESOLUTION NO. 20-737**

**IN THE MATTER OF RE-APPOINTING MEMBERS TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:**

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

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WHEREAS, the Ohio Revised Code requires a Job and Family Services Community Planning Committee whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Commissioners and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provisions of social services and workforce development programs; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the "Policy"), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to reappoint current members of the Delaware County Job and Family Services Community Planning Committee;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the re-appointment of the following members to the Delaware County Job and Family Services Community Planning Committee for the terms specified herein:

| <b>Re-Appointee</b> | <b>Term Ends</b> |
|---------------------|------------------|
| Deanna Brant        | October 4, 2023  |
| Kathy Laughlin      | October 4, 2023  |
| Barb Lyon           | October 4, 2023  |
| Robert Singer       | October 4, 2023  |

BE IT FURTHER RESOLVED that the re-appointments approved herein shall take effect on October 5, 2020.

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

**15**

**RESOLUTION NO. 20-738**

**IN THE MATTER OF PROCURING AN EXCESS INSURANCE POLICY FOR DELAWARE COUNTY'S SELF INSURED WORKERS' COMPENSATION PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY DOCUMENTS IN FURTHERANCE THEREOF:**

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

WHEREAS, effective September 1, 2008, the Ohio Bureau of Workers' Compensation has approved Delaware County as an authorized self-insured employer; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has since 2008 procured excess workers' compensation coverage through Midwest Employers Casualty Company; and

WHEREAS, the existing policy expires on August 31, 2020, and the Board wishes to procure excess workers' compensation coverage commencing on September 1, 2020; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of the purchase; and

WHEREAS, the Board, through the Agent of Record, Smith-Feike-Minton, Inc., has reviewed the market of applicable issuers to achieve the best and lowest price reasonably possible for the County; and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the County Administrator shall perform such duties as the Board may determine by resolution;

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

Section 1. The Board hereby approves procuring excess workers' compensation coverage through Midwest Employers Casualty Company, upon the following terms: (a) The policy shall be effective September 1, 2020 through August 31, 2022; (b) The minimum term premium is \$224,851.00, with the first installment of \$124,917 due on September 1, 2020 and the second installment of \$124,917 due on September 1, 2021; and (c) The S.I.R. shall be \$500,000.

Section 2. The Board hereby authorizes the County Administrator to execute all necessary documents in furtherance of procuring the coverage as set forth in Section 1 of this Resolution.

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Section 3. The Board hereby approves a purchase order and voucher for the premium payment from 61311923-5370 (R2001254) to Smith-Feike-Minton, Inc.

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

**16**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-No reports.

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Participated in the CORSA board meeting Friday. It was a hybrid meeting (in-person and online). The annual meeting will take place in a few weeks.  
-Watched the Family Treatment Court graduation on Thursday.

Commissioner Lewis  
-No reports.

Commissioner Benton  
-Attended the COYC meeting Friday.  
-The CEBCO annual meeting will take place this Friday.  
-Was invited to participate in a phone call with Lt. Governor Husted today at 4:00 to talk about how the County is adjusting during COVID-19.  
-The Trail Grant funding application deadline is October 1, 2020.

**RESOLUTION NO. 20-739**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:**

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

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

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

Section 1. The Board hereby adjourns into executive session for pending or imminent litigation.

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

**RESOLUTION NO. 20-740**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

**2:00 P.M. WORK SESSION**

**John Leutz, Esq., Assistant Director County Commissioners Association of Ohio**  
**Kirk Mizerek, Palmer Energy**  
-CCAO Electric Program  
-Power Purchase Agreement For Solar Energy

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners