

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 1, 2021**

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

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

**1**  
**RESOLUTION NO. 21-72**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 28, 2021:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 28, 2021; 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. 21-73**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0129:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0129, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2101305	SPEAKWRITE LLC	TRANSCRIPTION SVC	22511607 - 5301	\$16,000.00
R2101720	WONDER WITHIN LLC	YOGA IREST CLASSES	22511607 - 5301	\$6,000.00
R2101962	VERATHON INC	GLIDE SCOPES AND SUPPLIES	10011303 - 5260	\$49,572.80
R2101970	ULTRATECH SYSTEMS INC	REPLACEMENT UV BULBS AND JACKETS FOR LOWER SCIOTO	66211900 - 5228	\$7,092.00
R2101975	FINANCE DIRECTOR, DELAWARE CORP	EMS RUNS	10011303 - 5345	\$700,000.00
R2101976	LIBERTY TWP FIRE DEPT	EMS RUNS	10011303 - 5345	\$300,000.00
R2101981	BLUEBEAM INC	LICENSES	66211900 - 5320	\$11,979.00

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

**3**  
**RESOLUTION NO. 21-74**

**IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2021:**

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated Fifteen Thousand Dollars and No Cents (\$15,000.00) for apiary inspections in 2021;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2021 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES  
DEPUTY APIARIST**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 1<sup>st</sup> day of February, 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“Board”), and Dan Curtis, 8399 Hickory Road Galena, Ohio 43021 (“Contractor”).

**Section 2 – Purpose of Agreement**

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

**Section 3 – Compensation**

The Board shall appropriate an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director’s approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

**Section 4 – Term**

This Agreement shall take effect as of the date first written above, subject to the Director’s consent and concurrence, and shall continue through the 2021 apiary season, which terminates on approximately October 31, 2021.

**Section 5 – Insurance**

5.1 **Liability Coverage:** Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.

5.2 **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 Subsection 5.1.

5.3 **Proof of Insurance:** Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. 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 termination of this Agreement.

**Section 6 – Indemnification**

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the 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.

**Section 7 – Termination**

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

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Section 8 – Miscellaneous Terms & Conditions

8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, 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.

8.2 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 Delaware County, Ohio.

8.3 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.

8.4 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.

8.5 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.

8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor’s status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R2100449, in the amount of \$15,000.00

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

**4**  
**RESOLUTION NO. 21-75**

**IN THE MATTER OF A TRANSFER OF A LIQUOR LICENSE REQUEST FROM DANCING SUMAURAI LLC (DBA KOGENS), LOCATED AT 9711 SAWMILL PARKWAY, POWELL, OHIO 43065 TO CONDADO TACOS 25 LLC (DBA CONDADO TACOS) LOCATED AT 4052 PRESIDENTIAL PARKWAY, POWELL, OHIO 43065 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D5, D6 liquor license request from Dancing Sumaurai LLC (DBA Kogens), located at 9711 Sawmill Parkway, Powell, Ohio 43065 to Condado Tacos 25 LLC (DBA Condado Tacos) located at 4052 Presidential Parkway, Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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**5**

**RESOLUTION NO. 21-76**

**IN THE MATTER OF APPROVING A GRANT OF FUNDS TO THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) approved a Master Intergovernmental Cooperation Agreement (“the Agreement”) with the County Engineer and Delaware County Transportation Improvement District (“TID”) by Resolution No. 18-1374, including authorizing the contribution of funds to the TID in aid of the planning, development, design, construction, maintenance or repair of any transportation project undertaken by the TID; and

WHEREAS, pursuant to section 5540.02(F) of the Revised Code, a board of county commissioners may make appropriations from moneys available to it and not otherwise appropriated, to pay costs incurred by a transportation improvement district in the exercise of its functions under Chapter 5540 of the Revised Code; and

WHEREAS, the Board has appropriated \$1,150,000.00 in the general fund (10040421) for Grants in Aid to other local political subdivisions for the making of transportation improvements within Delaware County, with the intention of reserving \$400,000 of said appropriation for support of the TID;

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

Section 1. In accordance with the terms of the Agreement, a grant in aid in the amount of Four Hundred Thousand Dollars (\$400,000.00) is hereby made to the Delaware County Transportation Improvement District for the purpose of providing for planning, development, design, construction, maintenance or repair of any transportation project undertaken by the TID.

Section 2. The County Auditor is authorized to issue a warrant for payment from Org Key-Object 10040421-5601 at the earliest date possible.

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

**6**

**RESOLUTION NO. 21-77**

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

It was moved by Mr. Benton, 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
UT21-0007	AEP	Liberty Road	Replace existing poles
UT21-0008	Del-Co Water	Lawrence Road	Install waterline
UT21-0009	Century Link	Miller Paul Road	Road Bore
UT21-0010	Century Link	E. Orange Road	Install fiber optic
UT21-0011	John Eramo & Sons	S. Old State Road	Install sanitary sewer
UT21-0012	Suburban Natural Gas	Piatt Preserve	Install gas main
UT21-0013	AEP	Liberty Road	Road Bore
UT21-0014	Columbia Gas	Wyndbend Blvd	Install gas main

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

**7**

**RESOLUTION NO. 21-78**

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IN THE MATTER OF APPROVING A COOPERATIVE RIGHT-OF-WAY ACQUISITION  
AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO THE  
INTERSECTION OF E. POWELL ROAD AND LYRA DRIVE:

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

**COOPERATIVE RIGHT-OF-WAY ACQUISITION  
AGREEMENT BETWEEN  
  
CITY OF COLUMBUS,  
OHIO AND  
  
DELAWARE  
COUNTY, OHIO FOR  
  
INTERSECTION IMPROVEMENTS – E. POWELL ROAD AND LYRA DRIVE  
COLUMBUS CAPITAL IMPROVEMENT PROJECT NO. 530086-100047**

This Cooperative Right-of-Way Acquisition Agreement (the “Agreement”), is made and entered into this 1st day of February, 2021 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as COLUMBUS, pursuant to and under the authority of Ordinance No. 2986-2020, passed on the 25th day of January, 2021; and the County of Delaware, Ohio acting through its County Commissioners, hereinafter designated as the COUNTY, pursuant to and under the authority of Resolution No. 21-78, passed on the 1st day of February, 2021; together, hereinafter designated the Parties or singularly, hereinafter designated as a Party; and

WHEREAS, the Parties have determined that it would be in the best interests of the COUNTY and COLUMBUS to provide improvements to East Powell Road and Lyra Drive, hereinafter designated the “Improvements” (see Exhibit A for a description of the Improvements); and

WHEREAS, the Parties have determined that it would be in the best interests of the COUNTY and COLUMBUS to provide for the efficient and coordinated right-of-way acquisition; and

WHEREAS, the Parties desire to enter into a Cooperative Right-of-Way Acquisition Agreement to provide for the right-of-way acquisition necessary for the construction of the Improvements; and

WHEREAS, the Parties have agreed that the COUNTY shall acquire the right-of-way attributable to the Improvements within the boundaries of the project, hereinafter designated “Boundaries” (see Exhibit B for map and project boundaries); and

WHEREAS, the Parties have agreed that COLUMBUS shall make payment to the COUNTY for the right-of-way acquisition attributable to the Improvements within the project limits as outlined in Article II; and NOW THEREFORE, the Parties covenant, agree, and obligate themselves as follows:

**ARTICLE I - DEFINITIONS**

**SECTION 1.1.** Definitions. Unless otherwise defined herein, words and terms used in this Agreement with initial capital letters shall have the meanings set forth in this Section 1.1.

“*Agreement*” means this Cooperative Right-of-Way Acquisition Agreement by and between the COUNTY and COLUMBUS, as duly amended or supplemented from time to time in accordance with its terms.

“*Agreement Term*” means the period commencing with the execution of this Agreement by COLUMBUS and ending on the Termination Date.

“*Event of Default*” means an Event of Default under Section 3.1 of this Agreement.

“*Force Majeure*” means acts of God, fires, epidemics, landslides, floods, strikes, lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents of machinery; transmission piles or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; epidemic or pandemic, or any cause or event (other than financial inability) not reasonably within the control of the PARTIES.

“*Notice Address*” means:

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As to the COUNTY: Delaware County  
50 Channing Street  
Delaware, Ohio 43015  
Attn: Robert Riley, Chief Deputy Engineer

As to COLUMBUS: City of Columbus  
Department of Public Services  
Office of Support Services  
111 N. Front Street, 4<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attn: Tierra Palmer, Contract Manager

or a different address as to which notice is given pursuant to Section 4.1 of this Agreement.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“*State*” means the State of Ohio, one of the United States of America.

“*Termination Date*” shall be defined as after all right-of-way attributable to the Improvements within the Boundaries of the City of Columbus, as outlined in Article II, has been acquired, final accounting has occurred, and a refund if necessary, has been given to COLUMBUS or additional payment is made to the COUNTY by COLUMBUS.

**SECTION 1.2. Certain Words Used Herein; References.** Any reference herein to the COUNTY or COLUMBUS, any members or officers thereof, or other public boards, commissions, departments, institutions, agencies, bodies or other entities, or members or officers thereof, includes without limitation, entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or performing their functions lawfully.

Any reference to sections or provisions of the Constitution of the State, the Act, a section, provision or chapter of the Ohio Revised Code, federal or State laws includes without limitation, that section, provision or chapter, or those laws or regulations, as amended, modified, revised, supplemented or superseded from time to time.

Words of any gender include the correlative words of any other gender. Unless the context indicates otherwise, words importing the singular number import the plural number, and vice versa. The terms “hereof”, “herein”, “hereby”, “hereto”, and “hereunder”, and similar terms, refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

## ARTICLE II - ACQUISITION OF THE RIGHT OF WAY

**SECTION 2.1. Funding.** COLUMBUS agrees to fund right-of-way acquisition, estimated to be a total of \$250,000.00. If the total exceeds \$250,000.00, then a written addendum to this Agreement shall be required to increase COLUMBUS’ maximum financial obligation. COLUMBUS’ maximum financial obligation under this Agreement shall be \$250,000.00 unless and until Columbus City Council by ordinance authorizes additional expenditures; the Columbus City Auditor provides a certificate in accordance with Section 159 of the Columbus City Charter; and an amendment of this Agreement is fully executed providing for an increase in the maximum financial obligation of COLUMBUS.

**SECTION 2.2. Acquisition of Right-of-Way.** COLUMBUS and the COUNTY agree that the COUNTY shall be responsible for acquisition of right-of-way within the project limits and COLUMBUS shall reimburse the COUNTY for the following related to acquisition of right-of-way.

- (a) COLUMBUS covenants and agrees:
- (1) to reimburse for: fees for contracted right-of-way consultants for title searches, appraisal, and negotiations services;
  - (2) to compensate property owners for approved payments as set forth in Section 2.2;
  - (3) to pay any attorney fees of the property owners ordered by the court, court costs and judgment for any filed appropriation proceeding, but excluding any costs associated with an abandonment under Ohio R.C. Section 163.21 unless such abandonment has been approved in writing by the Columbus City Attorney; and

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- (b) The COUNTY covenants and agrees:
- (1) to complete all right-of-way acquisition necessary for the Improvements described in this Agreement and to acquire right-of-way on behalf of COLUMBUS within the project limits associated with the Improvements, in accordance with local, state, and federal laws and unless otherwise directed by COLUMBUS, the procedures, excluding the requirement for review appraisals, as set forth in the ODOT Real Estate Manual;
  - (2) to enter into an agreement with a real estate consultant. The COUNTY shall negotiate a fee with said consultant and obtain COLUMBUS' approval of the consultant's fee with the City of Columbus Real Estate Division of the City of Columbus Attorney's Office prior to entering into the Agreement;
  - (3) to coordinate all land acquisition costs with the City of Columbus Real Estate Division of the City of Columbus Attorney's Office prior to any offers being made to the land owners;
  - (4) to pay for all costs associated with the purchase of the land and consultant services fees for those parcels within the 3619-E project limits with the understanding that Ordinance 2986-2020 authorizes the COUNTY to be reimbursed by COLUMBUS;
  - (5) to provide COLUMBUS a copy of all appraisal reports, within five (5) business days of receipt of an appraisal for a parcel for COLUMBUS' approval and prior to approval by the COUNTY establishing the Fair Market Value Estimate (FMVE);
  - (6) to consult with COLUMBUS' Chief Real Estate Attorney prior to establishing FMVEs;
  - (7) to provide COLUMBUS with a copy of each RE-22 within five (5) business days of receipt;
  - (8) to notify COLUMBUS of any costs above the maximum financial obligation of COLUMBUS of \$250,000.00, or as formally amended, and seek agreement for cost increases;
  - (9) after approval by the Chief Real Estate Attorney for COLUMBUS of the form of any deeds to any COLUMBUS parcel and all easements, to record the deeds and easements in the Delaware County Recorder's Office and forward the original recorded instruments acquired in the name of COLUMBUS to the Chief Real Estate Attorney;
  - (10) to purchase all required right-of-way needed for the Improvements as detailed in the right-of-ways plans associated with said project within and outside of COLUMBUS' jurisdiction. Deeds shall be acquired in the name of "City of Columbus, Ohio" within COLUMBUS' jurisdiction and deeds shall be acquired in the name the COUNTY typically acquires COUNTY rights-of-ways in areas outside of COLUMBUS's jurisdiction. All Temporary easements shall be acquired in the name "City of Columbus, Ohio" and maintained on file within the City of Columbus Division of Design and Construction throughout the duration of the time described in the easements, as COLUMBUS will be advertising and awarding the project to a contractor; provided COLUMBUS' total right-of-way financial obligation as provided in this Agreement, or as amended, is not exceeded or projected to be exceeded by a proposed settlement, the COUNTY shall have the authority to settle compensation due property owners in an amount exceeding established FMVE provided the amount is not more than \$1,000.00; and
  - (11) in the event that good faith negotiations shall fail and it becomes necessary to file appropriation proceedings under Ohio Revised Code Chapter 163 to obtain title to COLUMBUS parcels, the COUNTY shall direct its legal counsel (Delaware County Prosecutor's Office) to file appropriation proceedings under Ohio Revised Code Chapter 163 to obtain title to the parcels.

**SECTION 2.4. Reimbursements.** Reimbursement to the COUNTY shall be made one time after receipt and approval of a final invoice from the COUNTY which shall contain the project name, project manager's name, and the total amount due. Right-of-way acquisition invoices shall include an itemized list of



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expenses paid per parcel. Copies of consultant invoice shall be sent at no less than monthly intervals, emailed to the COLUMBUS project manager. The final invoice shall be mailed or emailed to:

City of Columbus Department of  
Public Service Office of Support Services  
111 N. Front St., 4th Floor Columbus, Ohio 43215  
Attn: Shenell Williams, Fiscal Assistant  
[snwilliams@columbus.gov](mailto:snwilliams@columbus.gov)

**ARTICLE III - EVENTS OF DEFAULT AND REMEDIES**

**SECTION 3.1**      Events of Default and Remedies.

- (a) Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, or any successor to such Party, such party of successor shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the Party asserting default or breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such default or breach.
- (b) Notwithstanding the preceding paragraph, if by reason of Force Majeure any Party fails in the observance or performance of any of its agreements, duties, or obligations to be observed or performed under this Agreement, the Party shall not be deemed to be in default under this Agreement. The Party will give notice promptly to the others of any event of Force Majeure and will use its best efforts to remedy that event with all reasonable dispatch; provided that a Party will not be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of any opposing Person, when in that Party's judgment, that course would be unfavorable to it; and no suspension will constitute an Event of Default if that suspension is a result of the application of federal or State wage, price or economic stabilization controls, cost containment requirements, restrictions on rates or charges, which prevents the Party from observing and performing the applicable covenant, agreement or obligation.
- (c) The declaration of an Event of Default hereunder and the exercise of rights, remedies and powers upon the declaration are subject to any application limitations of federal or bankruptcy law affecting or precluding the declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**SECTION 3.2. No Remedy Exclusive.** Unless provided expressly otherwise herein, no right, remedy, and power conferred upon or reserved to either Party under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

No exercise, beginning of the exercise, or partial exercise by either Party of any one or more rights, remedies or powers preclude the simultaneous or later exercise by that Party of any or all rights, remedies or powers. No delay or omission in the exercise of any right, remedy or power accruing upon any Event of Default hereunder shall impair that or any other right, remedy or power of shall be construed to constitute a waiver of any Event of Default hereunder, but any right, remedy or power may be exercised from time to time and as often as may be deemed to be expedient.

**SECTION 3.3. No Additional Waiver Implied by One Waiver.** In the event that any covenant, agreement or obligation under this Agreement shall be breached by either COLUMBUS or the COUNTY and the breach shall have been waived thereafter by COLUMBUS or the COUNTY, as the case may be, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other or any subsequent breach thereafter.

No failure by either Party to insist upon the strict observance or performance by the other Party of any covenant, agreement, or obligation under this Agreement and no failure to exercise any right, remedy or power consequent upon a breach thereof, shall constitute a waiver of any right to strict observance or performance or a waiver of any breach. No express waiver shall be deemed to apply to any other breach or to any existing or subsequent right to remedy the breach.

**SECTION 3.4. Provisions Subject to Applicable Law.** All rights, remedies, and powers hereunder may be exercised only to the extent permitted by applicable law. Those rights, remedies, and power are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered, or filed under any applicable law.



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**ARTICLE IV - MISCELLANEOUS**

**SECTION 4.1. Notices.** Except as otherwise specifically set forth in this Agreement, any notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. A duplicate copy of each notice, certificate, request or other communication given hereunder to the COUNTY or COLUMBUS shall be given also to the others. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificate, requests, or other communications shall be sent.

**SECTION 4.2. Extent of Provisions Regarding the COUNTY and COLUMBUS; No Personal Liability.** No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the COUNTY or COLUMBUS in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the COUNTY's or COLUMBUS' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 4.3. Liability.** Provided not otherwise immune, each Party agrees to be responsible for any negligent acts or omissions by or through itself or its officials, officers, agents, employees, and contracted servants, and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such responsibility from one Party to another Party.

**SECTION 4.4. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns.

The Parties will observe and perform faithfully at all times all covenants, agreements, and obligations under this Agreement.

**SECTION 4.5. Severability.** In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (b) the illegality or invalidity or any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- (c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

**SECTION 4.6. Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

**SECTION 4.7. Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question between the COUNTY, its agents and employees, and COLUMBUS, its agents and employees, arising out of or relating to this Agreement or its breach will be decided in court of competent jurisdiction with the County of Franklin within the State of Ohio.

**SECTION 4.8. Survival of Representations and Warranties.** All representations and warranties of COLUMBUS and the COUNTY in this Agreement shall survive the execution and delivery of this Agreement.

**SECTION 4.9. Dispute Resolution.** In the event a dispute arises regarding any terms and conditions contained in this Agreement, which is not an Event of Default under Article IV, notification of such dispute shall be sent to a designated representative of the COUNTY or COLUMBUS, in writing. In such notification, the disputing Party shall present such evidence as may support its position. Within ten (10) calendar days of receipt of the notification, the designated representatives shall review the facts and circumstances surrounding the dispute for the purpose of determination. If the designated representatives cannot come to agreement on the dispute, each Party may seek any remedies available to it.

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SECTION 4.10. Attachments.

Exhibit A – Scope of Improvements

Exhibit B – Map of Boundaries

Exhibit C – Agreement between the COUNTY and its Real Estate Acquisition Consultant

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

**8**

**RESOLUTION NO. 21-79**

**IN THE MATTER OF APPROVING A JOINT APPLICATION BY THE PROSECUTING ATTORNEY AND THE BOARD OF COUNTY COMMISSIONERS TO THE COMMON PLEAS COURT TO AUTHORIZE THE APPOINTMENT OF CHRIS L. CONNELLY, ESQ., AS LEGAL COUNSEL, TO ASSIST THE TREASURER’S OFFICE WITH CERTAIN BOND PLACEMENT MATTERS:**

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

**PREAMBLE**

**WHEREAS**, pursuant to R.C. § 305.14(A), the Delaware County Board of Commissioners (the “Board”) desires to approve a joint application by it and the Prosecuting Attorney, Delaware County, Ohio (“Prosecutor”) to the Common Pleas Court, Delaware County, Ohio (“Court”) to authorize the appointment of Chris L. Connelly, Esq., as legal counsel, to assist the Treasurer’s Office with certain bond placement matters.

**RESOLUTION**

**NOW THEREFORE, BE IT RESOLVED** by the Board that:

- A. Pursuant to R.C. § 305.14(A), the Board hereby approves the attached joint application (Exhibit A) by it and the Prosecutor to the Court to authorize the appointment of Chris L. Connelly, Esq., as legal counsel, to assist the Treasurer’s Office with certain bond placement matters.
- B. 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.
- C. This Resolution shall be in full force and effect immediately upon adoption.

(EXHIBIT A)

**IN THE COURT OF COMMON PLEAS  
DELAWARE COUNTY, OHIO**

**IN RE APPOINTMENT OF LEGAL        :  
COUNSEL FOR THE DELAWARE        :        Case No.  
COUNTY TREASURER                :**

**JOINT APPLICATION TO APPOINT LEGAL COUNSEL FOR  
THE DELAWARE COUNTY TREASURER**

Now comes Melissa A. Schiffel, Prosecuting Attorney, Delaware County, Ohio, and the Board of Commissioners, Delaware County, Ohio (“Board”)1, and, pursuant to R.C. § 305.14(A), jointly move this Court to appoint legal counsel to assist the Delaware County Treasurer with certain bond placement matters. The appointment is necessary because specialized legal expertise in bond law is need. The Treasurer requests Attorney

1 Board Resolution No: 21-79 approved on February 1, 2021 authorizing the filing of this application is attached.

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Chris L. Connelly, Esq. with the firm Taft Stettinius & Hollister, LLP be so appointed. Mr. Connelly's compensation will not exceed \$1,000.00.

Respectfully submitted,

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Melissa A. Schiffel (0082154)  
Prosecuting Attorney  
Delaware County  
140 N. Sandusky Street, 3<sup>rd</sup> Floor  
Delaware, Ohio 43015  
Telephone: (740) 833-2690  
Facsimile: (740) 833-2689  
Email: [mschiffel@co.delaware.oh.us](mailto:mschiffel@co.delaware.oh.us)

IN THE COURT OF COMMON PLEAS

DELAWARE COUNTY, OHIO

IN RE APPOINTMENT OF LEGAL :  
COUNSEL FOR THE DELAWARE : Case No.  
COUNTY TREASURER :

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JUDGMENT ENTRY APPOINTING LEGAL COUNSEL FOR  
THE DELAWARE COUNTY TREASURER

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Upon joint application of Melissa A. Schiffel, Prosecuting Attorney, Delaware County, Ohio, and the Board of Commissioners, Delaware County, Ohio, pursuant to R.C. 305.14(A) and the inherent powers of the Court, this Court does hereby find that it is appropriate to appoint legal counsel to assist the Treasurer with certain bond placement matters.

Therefore, it is the **ORDER** of this Court that Attorney Chris L. Connelly, Esq. with the firm Taft Stettinius & Hollister, LLP is hereby appointed as legal counsel to assist the Court with these certain bond placement matters. Mr. Connelly's compensation will not exceed \$1,000.00.

**IT IS SO ORDERED.**

\_\_\_\_\_  
JUDGE

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Melissa A. Schiffel (0082154)  
Delaware County Prosecuting Attorney

cc: Prosecutor's Office  
Chris L. Connelly, Taft Stettinius & Hollister, LLP, 65 East State Street, Columbus, OH 43215

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

**9**  
**RESOLUTION NO 21-80**

**IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN THE BOARD OF  
DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY PROSECUTING  
ATTORNEY, COMMON PLEAS COURT, DOMESTIC RELATIONS COURT, JUVENILE COURT**

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**AND WEST THOMSON REUTERS:**

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

**ADDENDUM TO THOMSON REUTERS ORDER FORM FOR West Proflex**

This ADDENDUM to the Thomson Reuters Order Form for West Proflex and the General Terms and Conditions of the Order Form is entered into this 1<sup>st</sup> day of February, 2021 by and between West, a Thomson Reuters business (hereinafter, "West"), whose principal place of business is located at 610 Opperman Drive, St. Paul, Minnesota 55164-1803, and the Delaware County Board of Commissioners, Delaware County, Ohio whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of:

- Delaware County Prosecuting Attorney's Office  
145 N. Union Street, 3rd Floor  
Delaware, Ohio 43015
- Delaware County Court of Common Pleas  
117 N. Union Street, Level 500  
Delaware, Ohio 43015
- Delaware County Domestic Relations Court  
117 N. Union Street, Level 400  
Delaware, Ohio 43015
- Delaware County Probate/Juvenile Court  
145 N. Union Street, Ground Floor  
Delaware, Ohio 43015

(County entities hereinafter referred to as "Subscriber") (West and Subscriber individually "Party" and collectively "Parties").

WHEREAS, the Parties desire to enter into the Agreement known as West Order Form for West Proflex, with its accompanying General Terms and Conditions (v.2.1) and applicable incorporated documents (hereinafter "AGREEMENT"). This ADDENDUM will add the following terms and conditions to the Agreement by incorporation and reference and this Addendum shall be an applicable incorporated document.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

A. **Maximum Payment.** West agrees to accept as full payment for the services/deliverables provided pursuant to this Contract/Agreement, all rendered in a manner satisfactory to the Subscriber, the lesser of the following: (1) The maximum amount of Sixty Thousand Dollars and No Cents (\$60,000.00) per calendar year of the Agreement or (2) the amount of actual expenditures accrued by the Subscriber. It is expressly understood and agreed that in no event shall the total amount to be paid to West for the services/deliverables provided pursuant to this Contract/Agreement exceed the maximum of Sixty Thousand Dollars and No Cents (\$60,000.00) per calendar year.

B. **Changes to West's "General Terms and Conditions.** Section (d) of paragraph 9 of the General Terms and Conditions (v.2.1) (titled "Your Obligations") is hereby stricken and removed from the Agreement.

C. **Indemnification.** West shall provide indemnification to Subscriber as follows:

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

ii. West shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the

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Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of West or West's boards, officers, officials, employees, volunteers, agents, servants and representatives.

D. Royalties, Licensing, and Infringement. West shall defend or settle, indemnify and hold harmless Subscriber from and against any claims that the Data and Software, as provided to Subscriber under this Agreement, infringes any United States copyright, patent, trademark or trade secret of any third party; provided, however, that Subscriber's use of Westlaw must be in accordance with the terms of this Agreement; provided further that Subscriber must promptly notify West in writing of any such claim of cause of action; and provided further that West shall have sole control of the defense or settlement of any action and of any negotiations relating thereto.

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

Prior to commencement of this Contract/Agreement, West shall present to the Subscriber current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract/Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which West may or shall become legally obligated to pay as damages. West shall be responsible for any and all premiums for such policy(ies).

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

B. Worker's Compensation Insurance. West shall carry and maintain throughout the life of the Contract/Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. West shall be responsible for any and all premiums for such policy(ies).

C. Independent Contractor/No Contribution to OPERS. West agrees that it is an independent contractor and shall act in performance of this Contract/Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, West and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Subscriber or Delaware County, Ohio. West assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Subscriber is a public employer as defined in R.C. § 145.01(D). Subscriber has classified West as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of West and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. West acknowledges and agrees that the Subscriber, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If West has less than five (5) employees, West, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor Acknowledgement Form.

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

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

F. Accessibility to Disabled/Handicapped. West agrees as a condition of this Contract/Agreement to make all services provided pursuant to this Contract/Agreement accessible to the disabled/handicapped. West further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to

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be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

G. Drug Free Environment. West agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. West shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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

I. Retention of Records. West shall retain and maintain and assure that all of its subcontractors retain and maintain for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

J. Conflicts. In the event of a conflict between the terms of the Contract/Agreement and this ADDENDUM, the terms of this ADDENDUM shall prevail.

K. Terms of Contract Unchanged. All terms and conditions of the Contract/Agreement not changed by this ADDENDUM remain the same, unchanged, and in full force and effect.



**Addendum to West Order Form  
48, 60 or 120 Month Minimum Term-New Sales Only  
for Online, Practice Solutions and Software Products**

Subscriber: DELAWARE COUNTY

Account #: 1000705005

1. **Effect of Addendum.** The underlying Order Form between you and West ("us" or "we") is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

2. **Modification to Order Form.**

Initial below to select Minimum Term:

       **Your Initials for 48 Month Minimum Term** Monthly Charges for the second 12 months will be       % over the first 12 months; Monthly Charges for the third 12 months will be       % over the second 12 months; Monthly Charges for the fourth 12 months will be       % over the third 12 months.

  x   **Your Initials for 60 Month Minimum Term** Monthly Charges for the second 12 months will be   1  % over the first 12 months; Monthly Charges for the third 12 months will be   1  % over the second 12 months; Monthly Charges for the fourth 12 months will be   1  % over the third 12 months; Monthly Charges for the fifth 12 months will be   1  % over the fourth 12 months.

       **Your Initials for 120 Month Minimum Term** Monthly Charges for the second 12 months will be       % over the first 12 months; Monthly Charges for the third 12 months will be       % over the second 12 months; Monthly Charges for the fourth 12 months will be       % over the third 12 months; Monthly Charges for the fifth 12 months will be       % over the fourth 12 months; Monthly Charges for the sixth 12 months will be       % over the fifth 12 months; Monthly Charges for the seventh 12 months will be       % over the sixth 12 months; Monthly Charges for the eighth 12 months will be       % over the seventh 12 months; Monthly Charges for the ninth 12 months will be       % over the eighth 12 months; Monthly Charges for the tenth 12 months will be       % over the ninth 12 months.

Except as modified in this Addendum, all other terms and conditions of the Order Form will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

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WEST ORDER FORM-ProFlex  
for WestlawPRO, Software  
and Practice Solutions Subscribers  
610 Opperman Drive, P.O. Box 64833  
St. Paul, MN 55164-1803  
Tel: 651/687-8000



<b>Check West account status below as applicable:</b>		Rep Name & Number <u>John Traini</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		Existing with no changes <input type="checkbox"/> Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)
Acct # <u>1000705005</u>	Quote # _____	PO # _____	Date _____
Name/Subscriber <u>DELAWARE COUNTY</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Nicole Ford</u>			
E-Mail <u>nford@co.delaware.oh.us</u>			
Password Contact Name (for password delivery) _____		<u>Nicole Ford</u>	
E-Mail _____		<u>nford@co.delaware.oh.us</u>	
Time and Billing Contact Name _____			
E-Mail _____			
MSA Jurisdiction _____		Contract # _____	Option # _____
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____	County _____ Zip _____

\*\* R E Q U I R E D \*\*  
  
 I F N E E D E D

ProFlex Products					
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
<b>40757482</b>	<b>ProFlex</b>				<b>\$2,550.87</b>

Notes:

\* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

**Total Monthly Charges \$ 2,550.87**

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("You" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

**Initial below for a longer Minimum Term.**

\_\_\_\_\_ **24 month Minimum Term.** Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ **36 month Minimum Term.** Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

**Post Minimum Term for Government Subscribers.** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.



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**Westlaw Roaming**

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

\_\_\_\_\_ Initial to block roaming access

**Miscellaneous**

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
3. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
4. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.
5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
7. **Transportation Charges.** Print and CD-ROM Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.
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9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at [legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf](http://legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf). In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.
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- Campus Research
- CD-ROM
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- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**ACKNOWLEDGMENT**  
I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

(Attachments available for review at the Commissioners' Office until no longer of administrative value).

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

**10**  
**RESOLUTION NO. 21-81**

**IN THE MATTER OF AUTHORIZING MEMBERSHIP IN THE OMNIA PARTNERS JOINT PURCHASING PROGRAM:**

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

WHEREAS, pursuant to section 9.48(B)(2) of the Revised Code, a county may participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership; and

WHEREAS, OMNIA Partners is a joint purchasing program operated by a national association of political subdivisions in which the county is eligible for membership; and

WHEREAS, the Delaware County Sanitary Engineer recommends membership in OMNIA Partners in order to secure necessary products and services at competitively bid prices;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes membership in OMNIA Partners and authorizes the Delaware County Administrator to take all necessary actions to register for, establish, and maintain an OMNIA Partners membership account on behalf of Delaware County.

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

**11**  
**RESOLUTION NO. 21-82**

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 1, 2021**

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**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2022 TAXES:**

It was moved by Mr. Benton, seconded by Mr. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117; and

WHEREAS, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certify the delinquent accounts in the amount of \$156,283.35 to the County Auditor for the 2022 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

**2022 Sewer Tax Assessments  
To be certified by the Board of Commissioners on 2/1/2021**

**Breakdown of Assessments by Treatment Plant:**

66211900-4108-11903 – OECC	\$58,743.80
66211900-4108-11904 – Alum Creek	\$86,149.08
66211900-4108-11905 – Lower Scioto	\$2,170.65
66211900-4108-11912 - Package Plants	\$9,219.82
<b>Total Assessments</b>	<b>\$156,283.35</b>

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

**12**  
**TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT**  
**MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

**13**  
**RESOLUTION NO. 21-83**

**IN THE MATTER OF AWARDED COMMUNITY ENHANCEMENT GRANTS:**

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

WHEREAS, on October 29, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-972, adopting the Delaware County 2020 Community Enhancement Grant Program (the “Program”), including the Program Guidelines, Terms and Conditions, and form of Grant Agreement; and

WHEREAS, on December 17, 2020, the Board adopted Resolution No. 20-1142, extending the Program, with revisions; and

WHEREAS, pursuant to the approved Program, eligible not-for-profit organizations have submitted applications for Program funding from Delaware County; and

WHEREAS, the County Administrator, in consultation with other Board staff, has reviewed the applications and recommends that the Board award grants pursuant to the Program;

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

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Section 1. The Board hereby awards Delaware County 2020 Community Enhancement Grants as follows:

Delaware Community Chorus	\$25,000
Delaware County Historical Society	\$52,273
Delaware Arts Festival Association	\$25,000
Women’s City Foundation of Delaware	\$25,000
People In Need	\$69,000
Delaware Speech & Hearing Center	\$3,000
Habitat for Humanity of Delaware & Union Counties	\$39,456.32

Section 2. The grant awards made herein shall be subject to the Program Guidelines, Terms and Conditions, and Grant Agreement, and each award is contingent upon the awardee returning an executed Grant Agreement, with any supplemental documentation required by the Delaware County Auditor, no later than February 26, 2021.

Section 3. The County Administrator is hereby authorized to notify each awardee of its grant award, to execute all Grant Agreements in substantially the same form as approved in Resolution No. 20-972, and to approve purchase orders necessary to effectuate the awards made herein.

Section 4. This Resolution shall be effective immediately upon adoption.

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

**14**  
**MICHAEL FROMMER, COUNTY ADMINISTRATOR**  
**KAREN FIRST, FISCAL MANAGER**  
**BUSINESS OPERATIONS AND FINANCIAL MANAGEMENT DEPARTMENT**  
**YEAR-END BUDGET PRESENTATION**

**15**  
**ADMINISTRATOR REPORTS**  
**-no reports**

**16**  
**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Benton**  
**-no reports**

**Commissioner Lewis**  
**-attended Regional Planning meeting last Thursday**

**Commissioners Merrell**  
**-comments on COVID**  
**-comments on Small Business Support**

**17**  
**RESOLUTION NO. 21-84**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

It was moved by Mrs. Lewis, 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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70,

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5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 Employment and Compensation of a Public Employee or Public Official.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

**RESOLUTION NO. 21-85**

**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. Benton        Absent    Mr. Merrell        Aye    Mrs. Lewis        Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners