

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 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. 21-235

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 22, 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 March 22, 2021; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
RESOLUTION NO. 21-236

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0324:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0324 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|-------------------------|----------------------|----------------|---------------|
| PO' Increase | | | |
| P2101606 (Hittle House) | Job & Family Program | 70161605-5342 | \$24,750.00 |
| P2101578 (MTECH) | Regional Sewer | 66211900-5228 | \$10,211.00 |
| P2101677 (Taylor Tires) | Regional Sewer | 66211900-5328 | \$11,258.39 |

| <u>PR Number</u> | <u>Vendor Name</u> | <u>Line Description</u> | <u>Line Account</u> | <u>Amount</u> |
|------------------|--------------------------|--|---------------------|---------------|
| R2102230 | SHERIFF'S OFFICE | 2021 CSEA CONTRACT | 10011102 - 5360 | \$33,753.04 |
| R2102314 | PROSECUTORS | 2021 CSEA CONTRACT | 10011102 - 5360 | \$21,939.04 |
| R2102357 | DOMESTIC RELATIONS COURT | 2021 CSEA CONTRACT | 10011102 - 5360 | \$24,505.44 |
| R2102393 | CONVERSE ELECTRIC INC | HISTORIC COURTHOUSE - HEARING ROOM CHANGES | 42011438 - 5410 | \$10,552.00 |
| R2102597 | COMMISSIONERS | INDIRECT COSTS | 23711630 - 5380 | \$19,124.00 |
| R2102597 | COMMISSIONERS | RENT | 23711630 - 5335 | \$22,426.00 |
| R2102622 | CRAUN LIEBING CO INC | REPLACEMENT ROTATING ASSEMBLY FOR ALUM CREEK RAS | 66211900 - 5450 | \$7,025.05 |
| R2102626 | FIRST ARRIVING LLC | 11 CHROMEBOXES AND HARDWARE | 10011303 - 5201 | \$3,289.00 |
| R2102626 | FIRST ARRIVING LLC | SOFTWARE SUBSCRIPTION & SETUP | 10011303 - 5320 | \$5,864.00 |

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

3
RESOLUTION NO. 21-237

IN THE MATTER OF APPROVING AN ENGAGEMENT LETTER BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE'S OFFICE FOR THE FY2020 AUDIT:

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

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

WHEREAS, the Delaware County Auditor recommends approval of an engagement letter between Delaware County and the Auditor of State's Office for the FY2020 audit;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following engagement letter between Delaware County and the Auditor of State's Office:

KEITH FABER
Auditor of State
88 East Broad Street, 5th Floor
Columbus, Ohio 43215-3506
(614) 466-3402 or (800) 443-9275
CentralRegion@ohioauditor.gov

March 8, 2021

George Kaitsa, County Auditor Delaware County

This engagement letter describes the arrangement between the Delaware County (the County) and the Auditor of State including the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County's audit requirements.

Summary of Services

We will audit the County's basic financial statements as of and for the year ended December 31, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2021.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Stacie Scholl, Chief Auditor, and James Rader and Judy Storey, Assistant Chief Auditors, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Kimberly Blake, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Donald Graber, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The Summary of Services above describes our responsibilities for the County's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in Government Auditing Standards, the Single Audit Act Amendments of 1996, and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud may exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
 - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
 - c. Additional information that we may request from management for the audit; and
 - d. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the County of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the County's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user County, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, Reporting on Controls at a Service Organization for service organization reports dated prior to May 1, 2017 and AT-C Section 320, Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your County uses, and for

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Cott System, which processes internet receipts for the Recorder's Office
- Sedgwick Claims management, which process the County's workers' compensation claims
- Ohio Department of Taxation, which collects and disburses the County's permissive sales tax

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Ohio Department of Taxation, which collects and disburses the County's permissive sales tax

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your County's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your County's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline.

Because the Auditor of State performs the attestation engagement for Ohio Department of Taxation, you need not contact us regarding your deadline. However, you should read the most recent Ohio Department of Taxation report as part of your monitoring activities.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your County's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the County's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (Financial statements include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached Amendment to Engagement Letter.

Your Responsibilities:

The County will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached Amendment to Engagement Letter.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$101,188.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905-Alert That Restricts the Use of the Auditor's Written Communication requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed under Government Auditing Standards in considering the County's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

Peer Review Report

As required by Government Auditing Standards, we have made our most recent external quality control review report (Peer Review) publicly available, at

https://www.ohioauditor.gov/publications/Peer_Opinion_2018.pdf.

Audit organizations can receive a rating of pass, pass with deficiency(ies), or fail. The Auditor of State received a peer review rating of pass.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Kimberly Blake at 614-728-7232.

Sincerely,

KEITH FABER
Auditor of State

James Rader
Assistant Chief Auditor, Central Region

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

4
RESOLUTION NO. 21-238

IN THE MATTER OF AUTHORIZING THE FISCAL YEAR 2021 TARGET OF OPPORTUNITY CARES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO BE FILED WITH THE OHIO DEVELOPMENT SERVICES AGENCY:

It was moved by Mr. Benton, seconded by Mr. Merrell to authorize the application:

WHEREAS, the Ohio Development Services Agency has accepted Delaware County’s pre-application and invited them to submit a project for the Community Development Block Grant Target of Opportunity CARES grant; and

WHEREAS, Delaware County has conducted its first public hearing on March 15, 2021, which indicated a significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program;

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Economic Development Specialist is hereby authorized to make application for \$415,100 to the Ohio Development Services Agency in partnership with United Way of Delaware County to fund three positions to assist with programs benefiting low and moderate-income families in Delaware County.

Section 2. The Board authorizes the President of the Board to execute any necessary administrative documents in support of the grant application.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

5**RESOLUTION NO. 21-239**

**IN THE MATTER OF APPROVING A PUBLIC SAFETY TRAINING AGREEMENT AND
ADDENDUM BETWEEN THE CITY OF COLUMBUS DEPARTMENT OF PUBLIC SAFETY, THE
DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY
SHERIFF'S OFFICE FOR SENDING DELAWARE COUNTY SHERIFF'S OFFICE CADETS TO
THE COLUMBUS POLICE DEPARTMENT ACADEMY:**

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the following public safety training and addendum agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff's Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following public safety training and addendum agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff's Office:

TRAINING AGREEMENT

Between

City of Columbus Department of Public Safety and
The Delaware County Commissioners and The Delaware County Sheriff's Office

This Agreement is entered into this 25th day of March 2021 at Columbus, Ohio by and between The Delaware County Sheriff's Office (Sponsoring agency), and the City of Columbus, Department of Public Safety, Division of Police.

RECITALS

WHEREAS, The Parties desire to enter into a Training Agreement for the recruits of The Delaware County Sheriff's Office to attend the Columbus Police Training Academy operated by the City of Columbus Department of Public Safety;

WHEREAS, The Parties agree to send 5 recruits to attend the 136th Training Academy;

WHEREAS, The City of Columbus operates an Ohio Certified Ohio Peace Officers Training Academy for the training of police recruits for its Public Safety forces; WHEREAS, The City of Columbus from time to time has the facilities and space to train recruits beyond the number required for its own purposes; and,

WHEREAS, the Parties desire to enter into an Agreement to train the recruits of The Delaware County Sheriff's Office for purposes of certifying those individuals as public safety officers for employment by The Delaware County Sheriff's Office with the necessary certifications by the State of Ohio to be appointed to serve as a Police Officer for The Delaware County Sheriff's Office;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. The Parties understand that the training of recruits by the City of Columbus may exceed the requirements established for the certification of public safety officers by the State of Ohio. All recruits are required to meet both the entry standards and the training requirements set by the City of Columbus, Department of Public Safety, in order to successfully begin and complete the training academy to which they are admitted. The failure to meet these entry standards and training requirements will result in the removal of that recruit at the time of the failure, as determined by the academy commander.
2. The recruit training staff will take reasonable steps to remediate recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. Such efforts will include notification of the sponsoring agency.
3. In the event the commander, has exhausted all reasonable remedial efforts and the deficient recruit has failed to improve or is deemed, at the sole discretion of the academy commander to be either unwilling or unable to meet the requirements established for successful completion of the training program, said recruit will be dismissed with notification to the sponsoring agency.
4. If necessary, at the sole discretion of the academy commander, representatives of each Party may meet to discuss the recruit's performance deficiencies.
5. If a recruit is injured and unable to continue or complete attendance, or is unable to continue due to a personal emergency not related to past performance, said recruit may be allowed to return for the next class offered by the City of Columbus.
6. The City of Columbus does not assume liability for any injuries sustained by any recruit of a

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

sponsoring agency sustained during participation in the Academy, remediation session or individual workout while on or off City property.

7. Recruits will be required to sign a Liability Release in favor of the City of Columbus, acknowledging the inherent dangers of their training and their sole potential recourse under Ohio Worker's Compensation laws, if they were to be injured during training, whatever the cause.
8. The Sponsoring Agency agrees to pay the recruit's tuition as follows:
 - a. \$3,000.00 no later than four (4) weeks prior to commencement of training
AND
 - b. \$3,000.00 at the conclusion of training.
 - c. Should the Sponsoring Agency provide assistance to the City of Columbus then a 10% discount for instructors that instruct a minimum of ten hours will be applied. The discount is for one recruit per agency, per class. Such assistance includes, but is not limited to, providing instructors.
 - d. The parties agree that failure of Sponsoring Agency to pay the agreed upon \$3,000 at a time no later than four weeks prior to the commencement of training will result in the automatic termination of this contract and this agreement in its entirety shall become null and void.

If training is terminated for any reason, the tuition amount is prorated to the extent it exceeds the non-refundable amount of \$3,000.00

(NOTE: Additional recruits beyond one shall receive a 10% discount on the tuition total, i.e., \$6,000.00, applied only to the final payment.)

9. Tuition includes all of the labor and educational materials, including those necessary for remedial training. It also includes: customized 10-code tests for each recruit; access to "family night" for those wishing to participate; observation by a physician and medics during certain training; full participation in all aspects of the Academy to include all scenario-based training exercises and use of all associated equipment and facilities; and, a badge-pinning ceremony and formal graduation.
10. The City of Columbus shall provide the following:
 - Orientation session prior to start date
 - Professional training to satisfy Ohio requirements for Public Safety officer certification

The Sponsoring Agency shall provide:

- Tuition
- Uniforms
- Background check as required by the State of Ohio
- Any Sponsoring Agency's test on the policies and procedures of that particular agency
- supplies as required- to include but not limited to:
 - o Two plain black 3-inch 3-ring binders
 - o running shoes
 - o Mat shoes
 - o Hand wraps, mouth piece, and ice bag
 - o Towel, soap and shampoo for showers
 - o Physical Training gear
 - o Flashlight
 - o White T-Shirts
 - o Black socks
 - o Black leather gloves (to be worn with uniform)
 - o Class Dues
- Ammunition:
 - o 3,000 rounds of issued side arm ammo
 - o 300 rounds 12 gauge buckshot
 - o 150 rounds 12 gauge slugs
 - o 60 rounds of 5.56mm FMJ rifle ammo
 - o 300 simunition blank rounds
 - o 150 simunition marking rounds
 - o More ammunition, simunitions, both blank and marking, may be needed if recruit needs to do requalification and/or remediation.
- Uniforms- to include the following:
 - o 5 recruit shirts - as determined by Academy
 - o 2 recruit pants - as determined by Academy
 - o 1 Pair of boots - as determined by Academy
 - o 1 recruit tie - as determined by Academy
 - o 1 recruit hat - as determined by Academy

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

- o 1 trouser belt
- o 2 coats; one lightweight and one winter
- o 1 rain coat
- o 1 traffic vest
- o PT Gear as determined by Academy
- o Black swimsuit(men will need swim shorts with at least 8" inseam, women will need a 1 piece
- o 1 Gunbelt with 3-4 beltkeepers
- o 1 gun holster
- o 1 plastic blue/orange gun
- o 1 mag holder
- o 1 mace holder
- o 1 baton with baton holder
- o 1 cuff case with cuffs
- o 1 plastic blue taser(if agency uses a taser other than X26p)
- o 1 taser holster

- All items shall be provided no later than 14 days before the first day

11. All training records of each individual recruit will be kept in accordance with the Columbus Division of Police Recruit Training SOP and OPOTA requirements. Upon the successful completion of or dismissal from the Columbus Division of Police Recruit Training Program all training records of each individual recruit will be forwarded to the contracting agency, with copies maintained by the Columbus Division of Police Training Academy.
12. This agreement will terminate as to each individual recruit upon that recruit's successful completion from the Training Academy, and/or upon that recruit being dismissed from this Training Academy, whichever event occurs first. The City of Columbus, Department of Public Safety Division of Police will thus have no further obligation to provide any type of training upon termination of this agreement.

ADDENDUM TO Columbus Department of Public Safety Training Agreement:

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

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

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.

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

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

Hold Harmless. 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. In no event shall Delaware County's employees be considered employees of the City of Columbus within the meaning or application of any federal, state or local laws or regulations, and vice versa.

Independent Contractor/No Contribution to OPERS. No agency, employment, joint venture, or partnership

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, the City of Columbus 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 DCSSO or Delaware County, Ohio. The City of Columbus 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.

Civil Rights. The City of Columbus 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 the City of Columbus 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.

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

**6
RESOLUTION NO. 21-240**

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

| Asset #/Type | Make | Model | VIN/Serial Number | Mileage/Note |
|----------------|---------------|-------|-------------------|--------------|
| 964/Dump Truck | International | 4900 | 1HTSDAAN8TH288680 | 300,642 |

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

**7
RESOLUTION NO. 21-241**

IN THE MATTER OF APPROVING A CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT WITH AEP OHIO FOR ELECTRIC DISTRIBUTION SERVICE IN CONJUNCTION WITH THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with AEP Ohio for Electric Distribution Service in conjunction with the Lower Alum Creek Relief Pump Station project;

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021

AEP Ohio
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: PROVIDE 3 PHASE 277/480V SERVICE

Additionally, the Customer has requested Premium Service as follows: PROVIDE UNDERGROUND FEED AEP Ohio (hereinafter referred to as "Company") agrees to:

INSTALL 3 PHASE 277/480V TRANSFORMER

Customer agrees to:

SIGN AND RETURN CIAC WITH PAYMENT. SIGN AND RETURN EASEMENT DOCUMENTS. INSTALL CONDUITS, TRANSFORMER PAD, AND METER TRIM PER AEP SPECIFICATIONS. OBTAIN PASSING ELECTRICAL INSPECTION. ADHERE TO PROVIDED LOAD. RESPONSIBLE FOR ALL UNFORSEEN CONSTRUCTION COSTS.

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio, the Customer agrees to pay Ohio Power Company as follows:

1. \$19,835.29 up-front Contribution-In-Aid-Of-Construction for Basic Service, plus
2. \$79,877.44 up-front Contribution-In-Aid-Of-Construction for Premium Service, for a total of
3. \$99,712.73 as the combined up-front Contribution-In-Aid-Of-Construction for Basic Service and Premium Service.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers. However, if the electric distribution facilities installed as a result of this contract are subsequently used by the Company within fifty (50) months of installation to serve additional customers, the Customer may be entitled a refund of a portion of the Contribution-In-Aid-Of-Construction paid for Basic Service. It is the Customer's responsibility to initiate a request for refund in such instances and the Customer can contact the Company at any time to investigate their eligibility for a refund as development proceeds in their local area.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this contract, and particularly the amounts of the Contribution-In-Aid-Of-Construction, are based on the specifics of the Customer's request for distribution electric facilities.

Other parties may have lines and/or equipment that utilize the Company's poles or other facilities. The Company is not responsible for the installation, relocation or removal of lines and/or equipment owned by such parties at this location. Each party is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged, or costs incurred, by other parties are the responsibility of the Customer, not the Company. The Customer is responsible for contacting the other parties, identified by the Company, and making arrangements with those other parties for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise does not take service within six (6) months of execution of this contract, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction and other fees to reflect either the alteration in requested facilities or the delay in service, or both. Other contract terms associated with the Company's line extension policies and 'Plan of Service' may also be revised.

If the Customer does not initiate service within six (6) months of the completion of the Company's work, the Customer will be responsible for paying any portion of the Company's cost which was not covered by the upfront Contribution-In-Aid-Of-Construction.

Nothing herein contained shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid for ninety (90) days from the date identified above.

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

8**RESOLUTION NO 21-242****IN THE MATTER OF APPROVING A CONTRACT WITH RUMPKE OF OHIO, INC., FOR BIOSOLIDS HAULING AND DISPOSAL SERVICES:**

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

WHEREAS, sealed proposals for Biosolids Hauling and Disposal Services were received at noon on February 25, 2021, at the Sanitary Engineer's office located at 50 Channing Street, Delaware, Ohio 43015; and

WHEREAS, one (1) proposal was received, and the qualified offeror was Rumpke of Ohio, Inc.; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Rumpke of Ohio, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the contract for Biosolids Hauling and Disposal Services to Rumpke of Ohio, Inc., and approves the following services agreement with Rumpke of Ohio, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of March, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide hauling of biosolids for the County treatment plants to the Crawford County Landfill, for disposal pursuant to this Agreement (the "Services"). No materials provided to Contractor for transportation and disposal hereunder shall contain or constitute hazardous substances or hazardous wastes as defined by any applicable law, regulation or ordinance, and title to an responsibility for any such hazardous substances or hazardous waste shall at all times remain with the County.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement: the County's Request for Competitive Sealed Proposals for Biosolids Hauling and Disposal Services and the Contractor's Proposal for Biosolids Hauling and Disposal Services, both attached hereto, fully incorporated herein, and hereinafter referred to as "Exhibit A." The County may elect the Services to be provided pursuant to any of the four pricing options contained in Exhibit A, and this Agreement shall be considered non-exclusive, with the County reserving the right to haul or dispose biosolids through other means.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Bid Forms contained in Exhibit A, with the fee applicable to the manner of Services the County elects.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail or commercial carrier service, with signature confirmation, on the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik G. McPeek, P.E.

Address: 50 Channing Street (2nd floor), Delaware, OH 43015

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Cecilia Walls, Municipal/Public Sector Representative

Address of Firm: 1400 S. Metcalf Street

City, State, Zip: Lima, OH 45804

Telephone: (567) 204-3892

Email: cecilia.walls@rumpke.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Price Proposal.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.
- 6.4 In the event that the contractor incurs additional costs or expenses directly attributable to the present COVID-19 pandemic, the Contractor may request an increase in the fees set forth in Exhibit A by providing a Notice of the increase to the County. Within fourteen (14) days after receipt of the Notice, the County may either accept the increase or elect to suspend or terminate this Agreement.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence the Services upon written Notice to proceed from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 7.3 The Force Majeure clause requested in the Contractor’s Proposal is accepted and incorporated herein.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon thirty (30) days written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 The Contractor, upon thirty (30) days written Notice as specified in Section 5, may terminate this Agreement for the convenience of the Contractor.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

- 8.3 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for the Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 INDEMNIFICATION

- 10.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 10.2 The limitation of liability clause requested in the Contractor's Proposal is accepted and incorporated herein.

11 INSURANCE

- 11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 11.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2 through a blanket Additional Insured Endorsement. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 12.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021

- 12.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 12.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

9
RESOLUTION NO. 21-243

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

METROPOLITAN ENVIRONMENTAL SERVICES, INC., FOR LIQUID SLUDGE HAULING SERVICES:

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

WHEREAS, sealed bids for Liquid Sludge Hauling Services were received at the Office of the Delaware County Sanitary Engineer at 12:00 p.m. on Friday, March 12, 2021; and

WHEREAS, three (3) bids were received, and the lowest and best bid received was from Metropolitan Environmental Services, Inc.; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Metropolitan Environmental Services, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for Liquid Sludge Hauling Services to Metropolitan Environmental Services, Inc. The Sanitary Engineer shall prepare the necessary Notice of Award and Contract documents, and submit them to the contractor for execution.

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Metropolitan Environmental Services, Inc.

LIQUID SLUDGE HAULING SERVICES

This Agreement is made and entered into this 25th day of March, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and *Metropolitan Environmental Services, Inc., 5055 Nike Dr., Hilliard, Ohio 43026* (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide liquid sludge hauling services in accordance with the Bid Documents issued for such purpose on February 19, 2021, which are, by this reference, fully incorporated herein (the “Services”).

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in Contractor’s Bid, which is, by this reference, fully incorporated herein.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail on the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County: Delaware County Regional Sewer District

Name: Chad Kidd
 Address: 6579 Moore Rd., Delaware, Ohio
 Telephone: (740) 833-2240
 Email: ckidd@co.delaware.oh.us

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

Contractor: Metropolitan Environmental Services

Name of Principal in Charge: Eric Zeigler, President
 Address of Firm: 5055 Nike Dr.
 City, State, Zip: Hilliard, Ohio, 43026
 Telephone: (614) 771-1881
 Email: Mike Smith (MSmith@MetEnviro.com)

6 PAYMENT

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

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 7.3 This Agreement shall expire on March 25, 2022 with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both Owner and Contractor.

8 INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 8.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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.

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021

reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

10

RESOLUTION NO. 21-244

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH PHYLLIS K. BALE AND RICHARD E. BALE, CO-TRUSTEES OF THE WARREN E. BALE AND PHYLLIS K. BALE FAMILY TRUST IN CONJUNCTION WITH THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, sanitary easements and construction easements are necessary in order to construct and provide access to the Lower Alum Creek Relief Pump Station, force main, and gravity sewer; and

WHEREAS, the Sanitary Engineer recommends that the Easement Agreement be approved;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Easement Agreement with Phyllis K. Bale and Richard E. Bale, Co-Trustees of the Warren E. Bale and Phyllis K. Bale Family Trust:

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 25th day of March, 2021, by and between Phyllis K. Bale and Richard E. Bale, Co-Trustees of the Warren E. Bale and Phyllis K. Bale Family Trust dated July 22, 2010, SELLER, and the Board of County Commissioners of Delaware County, Ohio, BUYER;

WITNESSETH:

In consideration of the promises and covenants hereinafter contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for Easements across the real estate described on attached Exhibit A.

The purchase price of said Easements is valued at Thirty-Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$33,250.00) and will be compensated via the construction of a sanitary wye and lateral, connection of SELLER's existing home at 6210 Bale Kenyon Road, and the existing home at 6258 Bale Kenyon Road owned by Richard E. & Patricia R. Bale, Co-Trustees of the Richard E. Bale Trust dated November 20, 2017 and the Patricia R. Bale Trust dated November 20, 2017, as well as tap and inspection fees for the connection (not including abandonment of the existing septic/leach fields) of the two properties upon the execution of the Deed of Easements. SELLER acknowledges that the purchase price stated herein constitutes full just compensation for the acquisition of the easement(s) and any damages to SELLER's residual lands as a result of the acquisition.

In addition to the purchase price, the BUYER agrees that wood from trees cleared for the project will be

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021

left for the SELLER’s use. The SELLER may erect a fence or other landscaping improvements and remove trees within the Easement provided that any modification does not impact the integrity or access to the sanitary sewer.

This transaction is to be closed at a time and place agreed upon between the parties, but no later than 45 days following execution of this Agreement, at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

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

11
RESOLUTION NO. 21-245

IN THE MATTER OF APPROVING A WORK AGREEMENT WITH RICHARD E. AND PATRICIA R. BALE TRUSTEES AND RICHARD E. AND PHYLLIS K BALE TRUSTEES IN CONJUNCTION WITH THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of a work agreement in conjunction with the Lower Alum Creek Relief Pump Station project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Work Agreement with Richard E. and Patricia R. Bale Trustees and Richard E. and Phyllis K. Bale Trustees:

WORK AGREEMENT

by and among

RICHARD E. AND PATRICIA R. BALE TRUSTEES,

RICHARD E. AND PHYLLIS K. BALE TRUSTEES,

and

THE BOARD OF DELAWARE COUNTY COMMISSIONERS

Richard E. & Patricia R. Bale, Co-Trustees of the Richard E. Bale Trust dated November 20, 2017 and the Patricia R. Bale Trust dated November 20, 2017, and Richard E. & Phyllis K. Bale, Co-Trustees of the Warren E. Bale and Phyllis K. Bale Family Trust dated July 22, 2010 [the “Owners”], the Owners of the property located at 6210 Bale-Kenyon Road, 6258 Bale-Kenyon Road and the contiguous property to the south, bearing parcel numbers 31814301001000 (part), 31814301001002, and 31814301001003, situated in Delaware County, Ohio [the “Property”], in consideration of there being no costs, assessments, or other expenses to Owners for the work hereinafter described, hereby authorizes the Board of Delaware County Commissioners [the “Board”], and its duly authorized employees, agents, and contractors to enter upon the Property for the purposes of performing the work described in Exhibit A attached hereto and by this reference incorporated herein.

This authority to enter granted to the Board shall commence on 12/21/2020 and will terminate on 3/31/2022.

The work described in Exhibit A shall be performed in accordance with the plans and specifications prepared by the Board for the construction and/or improvement of sanitary service associated with the Lower Alum Creek Relief Pump Station Project.

Owners hereby release the Board and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations, excepting those arising from said plans and specifications. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of the Board. The Board agrees to comply and require its *Independent Contractor(s)* to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the activities of the Board or its *Independent*

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

Contractor(s) hereunder, including but not limited to, the construction, use, operation, maintenance, repair and service of the improvements, associated equipment and appurtenances thereto. All work shall be performed under the supervision of the specifying Ohio registered engineer and substantially meeting all engineer design requirements.

The Board will require its independent contractor(s) to clean up and remove all construction debris from Owners' lands promptly after completion of installation and construction of the improvements. The Board shall require in any of its contracts with its independent contractor(s) that the independent contractor(s) shall indemnify, defend, and hold harmless the Owners, and Owners' heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the independent contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Owners and the Board and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Owners and the Board.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Delaware County Commissioners, Richard E. & Patricia R. Bale, Co-Trustees, and Richard E. & Phyllis K. Bale, Co-Trustees, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

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

13
ADMINISTRATOR REPORTS
Mike Frommer, County Administrator
-No reports.

14
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Attended a virtual Bridges/Community Action Meeting yesterday. It was announced that Shelby County will have a new men's and women's shelter.

Commissioner Benton
-The Land Bank met yesterday. We had a full agenda. Most notable of the items was the agreement to sell the jail to the Delaware County Historical Society. There were four bids to consider and all of them were good. The Historical Society was the best bid and thinks they will be good stewards of the property.
-Regional Planning will meet this evening.
-The Legislative Update will happen tomorrow.
-The Investment Committee met this morning. We are looking at new bond proposals. Would like to commend Treasurer Rankey for taking the initiative in starting this.

Commissioner Merrell
-Attended, as an audience member, the Investment Committee meeting this morning. It was very informative.
-CORSAs will hold their annual meeting tomorrow, in person for Board Members.
-Would like to comment on the Historical Society's bid on the Old Jail. They will take good care of the building and thinks the use will fit the area very well.
-Will meet with Tim Bubb on Monday afternoon (and others).

15

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021

RESOLUTION NO. 21-245

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official; to consider the sale of property at competitive bidding; for collective bargaining; for security arrangements and emergency response protocols.

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

RESOLUTION NO. 21-246

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 Mrs. Lewis Aye Mr. Benton Absent

RESOLUTION NO. 21-247

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE A NON-SUPPLANTING LETTER, A MEMORANDUM OF UNDERSTANDING, A HIV CERTIFICATION LETTER, A CERTIFICATION OF ELIGIBILITY LETTER, AND A CONFIDENTIALITY ACKNOWLEDGEMENT FORM FOR THE APPLICATION FOR THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE GRANT:

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

WHEREAS, with Resolution No. 21-210, the Delaware County Board of Commissioners (the “Board”) approved the Delaware County Prosecutor’s Office request for authorization to submit an application for the United States Department of Justice, Bureau of Justice Assistance Grant (the “Grant”); and

WHEREAS, the Grant would provide funding for two assistant prosecutors to be designated as specialized assistant prosecutors to focus solely on domestic violence cases and sexual assault cases; and

WHEREAS, the Grant application requires the execution of a Non-Supplanting Letter, a Memorandum of Understanding, an HIV Certification Letter, a Certification of Eligibility Letter, and a Confidentiality Acknowledgement Form for the application for the Grant;

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

Section 1. The Board approves a Non-Supplanting Letter, a Memorandum of Understanding, an HIV Certification Letter, a Certification of Eligibility Letter, and a Confidentiality Acknowledgement Form for the application for the United States Department of Justice, Bureau of Justice Assistance Grant.

Section 2. The Board authorizes the President of the Board to execute the documents approved in Section 1 on behalf of the Board.

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

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

There being no further business, the meeting adjourned.

Gary Merrell

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 25, 2021**

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners