

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 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

1:30 P.M. Viewing For Consideration Of The Drainage Improvement Petition For Slate Lick Lateral #1

1
RESOLUTION NO. 21-330

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

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

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

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

2
RESOLUTION NO. 21-331

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0423:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0423 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
YOUTH INTENSIVE	MEDICAL & HEALTH RELATED SERVICES	7061605-5342	\$6,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2102494	TRICOUNTY VISITING NURSES LLC	NURSING CARE FOR PLACEMENT	22511607 - 5342	\$45,000.00
R2102862	HITTLE HOUSE	MSY21 PLACEMENT CARE	70161605 - 5348	\$24,750.00
R2102869	NATIONWIDE CHILDRENS HOSPITAL	MEDICAID MSY AUTISM CONSULTATION	70161608 - 5348	\$25,200.00
R2102889	TYLER TECHNOLOGIES INC	MODULE FOR TYLER CAD SOFTWARE	21411306 - 5452	\$12,818.00
R2102926	AQUA-AEROBIC SYSTEMS INC	PACKAGE PLANTS	66211900 - 5450	\$7,350.00

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

3
RESOLUTION NO. 21-332

IN THE MATTER OF APPROVING THE SCHEDULE OF ASSESSMENTS FOR THE COSTS FOR THE PROCEEDINGS FOR THE DISMISSED RADNOR TWP. #2015-1 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, in Resolution No. 20-796, the Delaware County Board of Commissioners (the "Board") ordered that the costs for the proceedings of the dismissed Radnor Twp. #2015-1 Drainage Improvement Petition Project be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing; and

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

WHEREAS, an appeal on the dismissal was filed with the Delaware County Common Pleas Court, and the Court granted a motion to dismiss the appeal; and

WHEREAS, the date for the landowners to pay for the costs for the proceedings upfront, rather than having it placed on their real estate tax bill, has passed;

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

Section 1. The Board hereby approves the schedule of assessments for the costs for the proceedings for the dismissed Radnor Twp. #2015-1 Drainage Improvement Petition Project. (Copy available in the Commissioners’ Office until no longer of administrative value).

Section 2. The Board hereby directs the Clerk to transmit the schedule of assessments to the Auditor’s Office. Two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with no interest rate on the installments.

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

**4
RESOLUTION NO. 21-333**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN PATTY LYNN CHAPMAN, ET AL., AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE BERLIN BUSINESS PARK PUMP STATION:

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

WHEREAS, the Sanitary Engineer recommends approval of the contract of sale and purchase with Patty Lynn Chapman, *et al.*, for the project known as Berlin Business Park Pump Station;

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

Section 1. The Board hereby approves the contract of sale and purchase with Patty Lynn Chapman, *et al.*, for the project known as Berlin Business Park Pump Station.

Section 2. The Board hereby authorizes the County Administrator to approve and execute all the closing documents associated with the contract of sale and purchase.

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY
Without Building(s)**

This Agreement is by and between the **Delaware County Board of Commissioners** (the “Purchaser”) and **Patty Lynn Chapman and James R. Chapman, wife and husband; David John Reed and Cornelia Afra Konyn Reed, husband and wife; James Edward Reed and Kim Reed, husband and wife; and William Patrick Reed and Carmen Reed, husband and wife** (collectively, the “Seller”). Purchaser and Seller are referred to collectively in this Agreement as the “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

- 1. Description of Property**
Seller owns certain real property consisting of a 0.696 acre, more or less, located along Lackey Old State Road, Delaware, Ohio 43015, and bearing parcel number 418-210-02-030-000 (“Parcel A”), and a 40.837 acre parcel located along State Route 37, Delaware, Ohio, 43015, and bearing parcel number 418-210-02-002-000 (“Parcel B”). The entirety of Parcel A and the following portions of Parcel B are the subject of this Agreement: a 2.861 acre, more or less, tract identified as “Tract 1” on the Plat of Survey attached hereto as Exhibit A and, by this reference, incorporated herein; a 0.728 acre, more or less, tract identified as “Tract 2” on Exhibit A; a 0.329 acre, more or less, permanent Sanitary Sewer Easement identified on Exhibit A; and a 0.467 acre, more or less, 24-month Temporary Construction Easement (beginning one (1) week prior to construction commencement on Tract 2, with notice of such commencement to be provided by Purchaser to Seller) identified on Exhibit A, (collectively referred to herein as the “Property”).
- 2. Purchase and Sale**
The Purchaser agrees to purchase the Property from the Seller, and the Seller agrees to sell the Property to the Purchaser. Purchaser’s agreement to purchase is contingent, however, on the following occurring on or before September 30, 2021: (A) the Purchaser conducting a title inspection for the Property and being satisfied that the Property is free of any unacceptable encumbrances; and (B) the Delaware County Sanitary Engineer providing her opinion that the Property is suitable for the Purchaser’s intended uses after completion of the inspections permitted herein and that the Property has received all necessary approvals for

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

construction of a pump station on Tract 2. The Purchaser may enter onto the Property to undertake any or all due diligence inspections of the Property it considers reasonably necessary, including without limitation geotechnical investigations, archaeological investigations, and environmental evaluations to determine the existing condition of the Property. The Purchaser shall be required to restore the Property to its present condition in the event the contingencies stated herein are not met and Purchaser elects not to close this transaction.

3. Purchase Price and Consideration

The purchase price of the Property shall consist of a credit on future sanitary sewer tap fees in the aggregate amount of Fifty Thousand Dollars (\$50,000) (the "Purchase Price"). The Purchase Price shall be applied on the date of closing, whereupon it may be utilized and drawn down by the Seller, or its successors, for commercial or residential tap fees assessed to the residue of Parcel B or certain other parcels currently owned by Seller, consisting of Delaware County tax parcels 418-210-01-003-000, 418-210-01-004-000, 418-210-02-004-000, and 418-210-02-005-000, until such time as the aggregate amount of \$50,000 has been depleted. The Delaware County Sewer District shall keep on file the balance of the credit as it is utilized.

Further consideration to be provided by the Purchaser shall be as follows (the "Consideration"):

- A. Purchaser shall cause the name of the main road entering the Property from Lackey Old State Road to be "Reed Parkway" or other equivalent, if that name is not able to be utilized.
- B. At the time that a public roadway is constructed into the Property from Lackey Old State Road, Purchaser shall construct, or cause to be constructed, the mounding along the adjacent parcel to the south, as depicted on the plan sheet attached hereto as Exhibit B and, by this reference, incorporated herein.
- C. Purchaser shall exercise good faith efforts to secure funding and partnerships to construct the main road into the Property by September 1, 2023.
- D. Cost associated with the transfer of the Property, such as surveying, legal descriptions, and document recording, shall be at the sole expense of the Purchaser.

The above Purchase Price and the Consideration shall constitute the entire amount of compensation due Seller for: (a) the Property to be conveyed; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer the title to and interests in the Property. No cash shall be exchanged as part of this Agreement.

Purchaser shall be exclusively responsible for CAUV recoupment charges. Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien on the Property as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time.

4. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the Property, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees. The sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A, free and clear of any encumbrances not accepted by Purchaser herein.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the Property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the Property described in Exhibit A, then in that event this Agreement shall become null and void and the Parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the Property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the Property suffers any damage, change, alteration or destruction

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

then, and without regard to the cause thereof, Seller shall restore the Property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the Purchase Price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement. Purchaser shall be exclusively responsible for any closing costs.

9. Closing Date

The consummation and closing of this Agreement shall occur within ten (10) days after Purchaser notifies Seller in writing that the contingencies stated herein have been met, but in no event later than October 11, 2021. The time for closing may be extended by written agreement of the Parties.

10. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the closing date.

11. Control of Property Occupied by Seller’s Tenant(s)

Control of property occupied by Seller’s tenant(s), if any, shall be assumed by Purchaser on the date Purchaser tenders the Purchase Price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller’s tenant(s), then said prepaid rents shall be prorated to the date on which the Purchase Price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

12. Binding Agreement

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

13. Multiple Originals

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. Purchaser may elect to record this Agreement, in full or as a memorandum, and shall be responsible for the cost thereof, if any.

14. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

15. Amendments and Modifications

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 Seller and Purchaser.

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

**5
RESOLUTION NO. 21-334**

IN THE MATTER OF APPROVING A COOPERATIVE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND THE DELAWARE COUNTY CONVENTION AND VISITORS BUREAU, INC. TO PROMOTE DELAWARE COUNTY:

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

WHEREAS, the Director of Economic Development recommends approval of a Cooperative Agreement between the Delaware County Board of Commissioners and the Delaware County Convention and Visitors Bureau, Inc. to promote Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Cooperative Agreement with the Delaware County Convention and Visitors Bureau, Inc.:

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made effective this 26th day of April, 2021 (the “Effective Date”) by and among the Board of Commissioners, Delaware County, Ohio (the “County”), a political

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

subdivision formed under the laws of the State of Ohio; and the Delaware County Convention and Visitors Bureau, Inc. (the "CVB"), a non-profit organization located in Delaware County, Ohio (collectively referred to as the "Parties").

RECITALS:

- A. The County and the CVB understand and recognize the need for events to highlight Delaware County and the businesses located there to foster growth and travel to Delaware County.
- B. The Parties recognize the impact that the COVID-19 pandemic has had on the CVB and their primary source of revenue which is bed tax receipts and their ability to fund said events..
- C. The purpose of this Agreement is to outline a partnership in funding for the CVB to continue to host certain events in order to promote Delaware County.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Contributions of the Parties.

By CVB:

The CVB has determined a series of events that would benefit the County and fulfill the goals of the Parties, including but not limited to, a Veteran's Crappie fishing tournament at Delaware Lake, a Travel and Tourism kiosk to be located at Polaris Fashion Place, and marketing and support of the Delaware County Fairgrounds (collectively, the "Projects"). The CVB shall oversee the Projects and perform all necessary administrative work to manage and host the same. Additionally, the CVB will perform marketing and studies efforts to help further foster growth in Delaware County. The events and services to be provided and/or performed are outlined on the attached letter dated January 17, 2021 (Attachment A)

By County:

The County shall, pursuant to R.C. 307.693, provide the CVB with funding, not to exceed an aggregate amount of \$74,000, to be paid in two installments, with the second installment being released only upon the written authorization of the County Administrator. An initial funding amount of \$48,000 shall be paid to the CVB within thirty (30) days of the execution of this Agreement to help fund the Projects. Once a written update and summary of the Projects has been provided by the CVB to the County, and approval has been given by the County Administrator, another \$26,000 to fund marketing research, feasibility studies, and business advocacy marketing, shall be distributed.

Section 2. Terms and Termination. The Agreement shall be in force and effect as of the date first written above (the "Effective Date") and shall terminate one year from the Effective Date. The Agreement may be terminated early only by written consent of all the Parties subject to the Agreement.

Section 3. Binding Effect. This Agreement is a binding obligation on the Parties hereto.

Section 4. Representations of the County. The County represents that:

- a) it is duly organized and validly existing under the laws of the State of Ohio;
- b) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement;
- c) it is not in violation of or in conflict with any provisions of the laws of the State of Ohio that would impair its ability to carry out its obligations contained in this Agreement;
- d) it is empowered to enter into the transactions contemplated by this Agreement;
- e) it has duly authorized the execution, delivery and performance of this Agreement; and
- f) it will do all things in its power in order to assure the assumption of its obligations under this Agreement by any successor public body.

Section 5. Representations of the CVB. The CVB represents that:

- (a) It is duly organized and validly existing under the laws of the State of Ohio;
- (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement;

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

- (c) it is not in violation of or in conflict with any provisions of the laws of the State of Ohio that would impair its ability to carry out its obligations contained in this Agreement;
- (d) it is empowered to enter into the transactions contemplated by this Agreement;
- (e) it has duly authorized the execution, delivery and performance of this Agreement; and
- (f) it will do all things in its power in order to assure the assumption of its obligations under this Agreement by any successor.

Section 6. Events of Default; Remedies. Any failure by the County or the CVB, as applicable, to observe and perform any of the obligations under this Agreement shall be considered an event of default hereunder. Upon the occurrence of an event of default, and after the expiration of thirty (30) days after written notice of the event of default is delivered to the defaulting party by the non-defaulting party, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity.

Section 7. Miscellaneous.

(a) Assignment and Amendment. This Agreement may only be assigned and/or amended if approved in writing by all Parties hereto.

(b) Notices. All notices, certificates, requests or other communications hereunder shall be deemed to be sufficiently given on the next business day when mailed by overnight courier, or when personally delivered, or three (3) business days after deposit in the U.S. registered or certified mail, postage prepaid, addressed as follows, in each case with all delivery charges and postage prepaid:

To County: Delaware County, Ohio
91 N. Sandusky Street
Delaware, Ohio 43015
Attention: County Administrator

To the CVB: Destination Delaware (Delaware Ohio)
44 N. Liberty Street
Powell, Ohio 43065
Attention: Executive Director

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

(d) Severability. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(e) Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and Agreements of the CVB and the County contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the CVB and the County in other than his or her official capacity, and neither the members of the Parties' respective governing bodies nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, stipulations, obligations or agreements of the CVB and the County, respectively, contained in this Agreement or in any other document. Any obligation the CVB and the County created by or rising out of this Agreement shall never constitute a general obligation, debt or bonded indebtedness of the CVB or the County or give rise to any pecuniary liability of the CVB and the County.

IN WITNESS WHEREOF, the CVB and the County caused this Agreement to be duly executed in their respective names, all as of the Effective Date.

Attachment A

January 17, 2021

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

Mike Frommer
Delaware County Administrator

Good morning,

In response to our recent conversation regarding some additional funding opportunities for Destination Delaware County Ohio, I have summed up key projects for the CVB that will likely be cancelled or postponed for 2021. It should be noted that Destination Delaware was deemed ineligible for the Community Enhancement Grant based on our 501c6 status instead of 501c3.

Our bed tax revenues for 2020 were 39% of 2019; or \$128,310 in 2020 compared to \$327,295 in 2019. As we are funded solely by bed tax (Nationwide Hotel & Conference Center being our largest funding source), this pandemic has hit the CVB extremely hard causing some disruption in our ability to provide vital marketing support to Delaware County's struggling hospitality industry. These budget shortfalls have led us to explore new ways in which we can leverage resources to still provide exemplary service to the community. One of those ways, is through partnerships with community-oriented organizations.

Based on industry experts, we are not likely to see any substantial recovery until the third quarter of 2021. Delaware County was positioned to realize 1.8 billion dollars of tourism related revenue for 2020, proving how essential travel and tourism is to business and the County in general. Though we cannot cantor the pandemic, when it wanes, we can take every step possible to be proactive in supporting our business community in attracting every dollar we can of that \$1.8 billion.

Travel and tourism kiosk at Polaris Fashion Place - \$18,000

The CVB would lease and create a "Welcome Center" at the Polaris Fashion Place Mall. The mall welcomes 10 million visitors annually; this presence would allow the CVB to market Delaware

County in its entirety to a much more diverse audience. Funds provided would facilitate the lease of space and necessary electronics to disseminate our welcome message and subsequent travel information to visitors during all mall operational hours, driving individuals and groups from Polaris to other key destinations in the County, such as the City of Delaware, Tanger Outlets, the City of Powell, the Columbus Zoo and many more.

Marketing and support of the Veteran's Crappie Tournament for the Travis Mills Foundation - \$5000

The first annual Veteran's Crappie Tournament was held at Delaware Lake in October of 2020 and could be considered nothing less than a success. The CVB was unable to allocate a significant support budget due to the loss of revenues it experienced from COVID. The tournament is to return in 2021. These funds would be used for promotion and facilitation of this year's tournament. Delaware County receives national exposure hosting this event, highlighting the abundance of natural resources available. It should be noted, that this is a Veteran oriented event that has received support from local veterans and veteran groups.

Marketing support for Delaware County Fairgrounds and Little Brown Jug - \$25,000

The CVB recognizes the Delaware County Fair, Fairgrounds, and the Little Brown Jug as tremendous marketing opportunities for the county. Improving the digital marketing presence for the Fairgrounds and The Jug will expose both events and the facilities to new audiences as well as improve the consumer's ability to locate information, schedules, and rental information. With the completion of the new facilities, our ability to market Delaware County as the best location for events will create an abundance of new opportunities for events year-round.

Marketing research and feasibility studies - \$6,000

This would facilitate marketing studies and hotel feasibility studies within Delaware County. These studies would be in collaboration with potential partner agencies i.e., Delaware County Economic Development, DCFA and local municipalities. Recruiting new hotel developers is a priority of the CVB and providing potential investor's up to date information on locations and feasibility can create an advantage for Delaware County in the selection of a new site.

Continuation of Delaware County business advocacy marketing - \$20,000

As provided for by the Business Advocacy Grant, the CVB has embarked on a business advocacy / survivability marketing program designed to aid struggling businesses due to COVID-19 shutdowns and restrictions in the first quarter of 2021. With a significant reduction in our own revenues for the foreseeable future, additional funding to augment the Business Advocacy Grant marketing would allow this essential marketing program to continue well into the second quarter of 2021.

The sum of all these worthy projects is \$74,000. These funds, if allocated, would be expensed in phases throughout 2021 and as the projects come to fruition. If you have any additional questions or concerns with regards to any of these projects, their implementation or oversight, please contact me.

Thank you,
Tim Wilson

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021

Executive Director
Destination Delaware County Ohio

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

6
RESOLUTION NO. 21-335

IN THE MATTER OF APPROVING A PROJECT AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR NORTH ROAD EXTENSION, PHASE 1:

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

**PROJECT AGREEMENT
BY AND BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
FOR THE NORTH ROAD EXTENSION, PHASE 1**

AGREEMENT # _____

This Agreement is made and entered into this 26th day of April, 2020, by and between the **Delaware County Board of Commissioners** (hereinafter the “Commissioners”) and the **Board of Trustees of the Delaware County Transportation Improvement District** (hereinafter the “TID”), hereinafter referred to individually as a “Party” and collectively as “the Parties.”

WITNESSETH:

WHEREAS, the Commissioners and the TID approved a Master Intergovernmental Agreement Regarding Cooperation on Transportation Projects (“Master Agreement”) by Commissioners Resolution No. 18-1374 and by TID Resolution 2018-05; and

WHEREAS, the Parties find that there is a reasonable necessity and benefit to the public to jointly undertake the Project described herein, pursuant to, *inter alia*, sections 9.482 and 715.02 of the Revised Code and Chapter 5540 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein, the Parties agree as follows:

Article 1.

Section 1.1. For the purposes of this Agreement, the “Project” shall include the following infrastructure in general conformance with the construction plans on file with the County Engineer: **DEL-TR272-0.92, North Road Extension, Phase 1, Berlin Township**

Article 2. RESPONSIBILITIES OF THE COMMISSIONERS

Section 2.1. The Commissioners have already or, where necessary, shall (a) perform all necessary actions to enact appropriate legislation for the required road; (b) in cooperation with the County Engineer, acquire all necessary land, permits, agreements and rights of way required to construct the Project and prepare all necessary surveys, plans, profiles, cross sections, plans, specifications and estimates; and (c) provide and pay for any necessary design interpretation and bidding assistance of any consulting engineers, surveyors or other professionals retained by the Commissioners to allow the TID to complete the Project.

Section 2.2. The Commissioners shall deposit with the TID the sum of **Two Million One Hundred Thousand Dollars (\$2,100,000.00)** within 30 days of approval of this Agreement to pay for the entire construction cost of the Project. Funds will be paid from any funds available for road and bridge construction.

Section 2.3. The performance and provision of items described in Section 2.1, together with payments made under Section 2.2, shall be considered full compensation to the TID for the cost of constructing the Project, including all construction engineering, supervision, testing, legal fees, management, accounting and other expenses incurred by the TID relating to the Project.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

Section 2.4. Upon completion of the Project and certification by the County Engineer that all work has been completed in a satisfactory manner, the County Commissioners will accept the new roadway as a public road under the jurisdiction of Berlin Township.

Article 3. RESPONSIBILITIES OF THE TID

Section 3.1. The TID shall perform all necessary actions to construct, or cause to be constructed, the Project described in Section 1.1, at the lowest cost which is reasonably required to complete the Project in accordance with the plans, specifications and estimates provided by the County Engineer, and to substantially complete the work no later than August 1, 2021.

Section 3.2. The TID will retain from any deposits made under this Agreement, as an Administrative Fee for management and supervision of the Project, a sum not to exceed Five Thousand Dollars (\$5,000.00) plus Two Percent (2%) of the amount of any construction contracts awarded by the TID for the Project.

Section 3.3. After the costs of all construction engineering, supervision, testing, legal fees, management, accounting and other expenses relating to the Project have been paid, and after deducting any Administrative Fees, the TID shall return any unused funds to the Commissioners within ninety (90) days of completion of the Project.

Article 4. MISCELLANEOUS TERMS AND CONDITIONS

Section 4.1. Except as the context may otherwise foreclose, this Agreement is entered into subject to and in conformance with the Master Agreement, which is fully incorporated into this Agreement by this reference and made a part hereof, as if fully rewritten herein, and the actions of the Parties shall be in conformance therewith.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Commissioners and the TID by their duly authorized officers, all as of the effective date.

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

7

RESOLUTION NO. 21-336

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT21-0089	Team Fishel	Hyatts Road	Relocate hand hole and conduit
UT21-0090	Columbia Gas	Green Meadows Drive	Install gas main
UT21-0091	AEP	Home Road	Install new poles
UT21-0092	Team Fishel	Liberty Road	Test hole digs
UT21-0093	Spectrum	S. 3 B's & K Road	Place cable in ROW

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

8

RESOLUTION NO. 21-337

IN THE MATTER OF APPROVING MODIFICATION NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHNSON, MIRMIRAN & THOMPSON, INC.:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following Modification No. 1 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. approved April 22, 2019:

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021

PROFESSIONAL SERVICES AGREEMENT
General Engineering Services
Modification #1

Original Agreement dated April 22, 2019 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Johnson, Mirmiran & Thompson, Inc., 2800 Corporate Exchange Drive, Suite 250, Columbus, Ohio 43231, ("Consultant"), attached as Exhibit A, is hereby modified as follows:

Section 4.3 shall be replaced in its entirety with the following:

4.3 Total compensation under this Agreement shall not exceed Five Hundred Thousand Dollars and no cents (\$500,000.00) without subsequent modification.

All other terms of the original Agreement shall remain in full force and effect.

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

9
RESOLUTION NO. 21-338

IN THE MATTER OF APPROVING THE SOFTWARE AND SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND THE PULSEPOINT FOUNDATION FOR USE OF THE PULSEPOINT RESPOND SYSTEM:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of a software and services agreement by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and the PulsePoint Foundation for use of the PulsePoint Respond System; and

WHEREAS, the terms automatically renew upon expiration of the then current Term, at the current System price list for the same Term;

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

Section 1. This Board approves the software and services agreement by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County Emergency Medical Services, and the PulsePoint Foundation for use of the PulsePoint Respond System.

Section 2. This Board adopts the County Administrator's prior approval of the Quote, Statement of Work, and terms.

PULSEPOINT
STANDARD SUBSCRIPTION TERMS AND CONDITIONS

This Software and Services Agreement (the "Agreement") applies to and governs access to and use of the PulsePoint Respond System and is entered into between the PulsePoint Foundation, a California 501 (c)(3) non-profit corporation, ("The Foundation"), and the contracting entity ("Customer").

1. PULSEPOINT RESPOND ("System")

Licensed Software. The Licensed Software (as hereinafter defined) is a software-as-a-service ("SaaS") pre-arrival solution designed to support public safety agencies working to improve communications with citizens and off-duty personnel to improve cardiac arrest survival rates via mobile applications.

The primary purpose of the Licensed Software is to provide: (1) community members the ability to receive notifications of CPR-needed medical events occurring in public places, (2) verified responders the ability to receive notifications of time-sensitive medical events occurring in public and private places if the Verified Responder option is included in Customer's subscription, (3) location of publicly accessible defibrillators, and (4) increased awareness of local emergency activity. (the "Licensed Software"). The Foundation owns all rights to the Licensed Software.

2. SYSTEM SERVICES.

System Support. The Foundation provides web-based, email, and telephone System Support (collectively, the "System Support") at no additional cost to designated contacts of Customer. System Support consists of help with System navigation or troubleshooting arising from the use of the System, as designed. System Support

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

excludes supporting Customer procured hardware, operating systems, and Internet connectivity.

Web-based System Support is provided through web-based, self-help educational resources available within the System 24/7/365. The Foundation provides numerous educational resources which should be used before requesting email or telephone System Support. These include user guide(s), training videos, and frequently asked questions (FAQs).

Tiered email and telephone System Support is available to supplement Web-based System Support. The Foundation's Support Center is staffed during prime Customer business hours, Monday - Friday, 7AM - 6PM PT, excluding major holidays. During "non-prime" hours (6PM - 7AM PT Monday - Thursday, and 6PM PT on Friday through AM PT the following Monday, and on major holidays), inquiries regarding major system outages and interface issues are supported by technical staff. General support inquiries started outside of prime hours will be addressed the next business day.

3. CUSTOMER REQUIREMENTS.

3.1 PulsePoint Connect Server. Customer must provide its own computer that meets the minimum hardware requirements to run the Licensed Software, as further defined in a separate Statement of Work that includes implementation of the Licensed Software.

3.2 Named User Identification and Authentication. The System requires a unique user name and password for the individual Customer representative ("Named User") to access the System. Customer is responsible for administration and management of the Named User account, including the appropriate technical and administrative safeguards to prevent unauthorized access. The Foundation shall have no responsibility for unauthorized access to Customer's data or Confidential Information (as hereinafter defined) that results from Customer's failure to prevent unauthorized access.

4. LICENSE AND FEES.

4.1 License. Subject to the terms and conditions of this Agreement, The Foundation hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to use the System for lawful business purposes.

4.2 Fees.

4.2.1 Subscription Fees. Customer agrees to pay the Subscription Fees as set forth in applicable Quote. Subscription Fees include: System, Data Center Services, System Maintenance, Upgrades, and System Support. Subscription Fees will be invoiced annually.

4.2.2 Professional Services Fees. Customer agrees to pay Professional Services Fees as set forth in applicable Professional Services Engagements. Payment terms and conditions are as follows:

4.2.3 Payment Terms. Payment terms to the Foundation shall be NET 30 to ensure uninterrupted System service and support.

4.2.4 Taxes. The Foundation is required to collect sales tax from products and services provided to customers in certain states. The Foundation reserves the right to invoice the Customer those taxes now or at any time in the future, which are imposed upon the sale or delivery of items purchased or licensed.

If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Customer will obtain and purchase such certificate, document or proceeding. Customer is required to provide a certificate of exemption in order for The Foundation to correctly identify Customer's tax status.

5. TERM AND TERMINATION.

5.1 Term Initiation. This Agreement takes effect upon receipt of order and continues through the conclusion of the subscription term or any subsequent renewal subscription terms. The subscription term (the "Term") begins on Customer's Soft Launch (as herein defined) Date or 120 days from signature date on Quote, whichever comes first, and continues for duration of Term set forth in executed Quote. Soft Launch ("Soft Launch") is the first day Customer's incident data is available in the production environment. In the case of renewal, the subsequent of which Term is the first day after expiration of the previous Term.

5.2 Term Renewal. This Agreement shall automatically renew upon expiration of the then current Term, at the current System price list for the same Term, unless Customer notifies The Foundation of its intention for nonrenewal by written notification at least 45 days prior to the end of the then current Term, or unless The Foundation requires a new Agreement to be executed by the parties. If The Foundation requires a new Agreement, it will be provided to Customer at least 60 days prior to the end of the then current Term. Customer may decline to enter into a new Agreement in its sole and absolute discretion; and if Customer so declines, then Customer shall not be responsible for any Subscription Fees after the then current Term.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

5.3 Termination. Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 30 days of receipt of written notification of breach; the breaching party has failed to cure its breach. The Foundation may terminate service immediately upon Termination of the Agreement. In the event of early Termination due to material breach by Customer, Customer shall be responsible for remaining Subscription Fees for the then current Term. In the event of early Termination due to material breach by The Foundation, Customer shall not be responsible for future Subscription Fees beyond the effective date of the termination of this Agreement.

Notwithstanding anything in this Section 5 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion.

Upon Termination, all of Customer's licenses and rights to the System shall terminate, and Customer shall immediately cease use of the System.

6. PROPRIETARY RIGHTS OF THE FOUNDATION IN THE LICENSED SOFTWARE AND DOCUMENTATION.

6.1 Nature of Rights and Title. Customer acknowledges that the System and documentation supplied by The Foundation to Customer are proprietary and shall remain the sole and exclusive property of The Foundation and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party.

6.2 Unauthorized Acts. Customer agrees to notify The Foundation promptly of the unauthorized possession, use, or knowledge of any item supplied under this Agreement and of other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer's compliance with this subparagraph 6.2 shall not be construed in any way as a waiver of The Foundation's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional acts in regard to The Foundation's proprietary rights, or for breach of Customer's contractual obligations under this Agreement.

6.3 Remedies. If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by The Foundation under this Agreement, in a manner contrary to the terms of this Agreement or in competition with The Foundation or in derogation of The Foundation's proprietary rights, whether or not these rights are explicitly stated, determined by law, or otherwise, The Foundation shall have the right to obtain injunctive relief enjoining such action, in addition to any other remedies available to the Foundation under this Agreement, applicable law or in equity. Customer acknowledges that monetary damages would be inadequate.

6.4 Infringement Indemnification. The Foundation shall indemnify, defend and hold harmless Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement (each, an "Infringement Claim") asserted against Customer by virtue of the System, Software or documentation or Customer's use or possession of the System, Software or documentation pursuant to this Agreement. The Foundation shall defend or settle at its sole expense all suits and proceedings arising out of the foregoing; provided that Customer gives The Foundation prompt notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event that any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any contracted fees for services or periods not provided.

7. CONFIDENTIALITY AND DATA USE.

7.1 Confidential Information. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. Confidential Information means any proprietary material that the disclosing party designates as confidential (collectively, the "Confidential Information"). Confidential Information shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. The Foundation will not use Confidential Information except as expressly provided in this Agreement. Confidential Information does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal or accreditation obligation beyond the control of the receiving party.

7.2 Unauthorized Disclosure. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

7.3 Data Use. Customer agrees to provide The Foundation certain Data ("Data"), identified in the Statement of Work and signed by Customer, for the purposes of making the System function as designed. Both parties understand and agree that Data received by The Foundation from Customer for use in the System is public data subject to routine disclosure.

7.3.1 Third-Party Data Use. The Foundation may make available certain third-party services whereby The Foundation may share Customer data on Customer's behalf. Customer can choose to opt-in to these services, which may require Customer to complete external agreements with third-party partners, prior to The Foundation making Customer Data available outside of the System.

7.3.2 Nationwide Third-Party Data Use. Customer understands and agrees that The Foundation may share Data received from Customer with certain third-party services if the third-party receives aggregate Data across other customers of The Foundation for uses deemed to be in the interest of public safety and consistent with The Foundation's Data Use Policy. This policy includes review of third-party usage by an oversight panel consisting of Pulse Point customers and leading public safety trade association(s). Any Nationwide Third-Party Data Use will be disclosed to Customer.

7.3.3 Performance and Statistical Data. The Foundation recognizes the importance in identifying issues and improvements surrounding the functionality, integration, performance, and reliability of the System. Customer agrees that The Foundation may collect, maintain, and use technical information related to the System, including, but not limited to, its usage, functionality, integration, performance, and reliability. The Foundation may use this information to improve its products or to provide customized services or technologies.

8. LIMITED WARRANTY.

For the duration of this Agreement (the "Warranty Period"), The Foundation will investigate, document and deliver any amendments or alterations to the Licensed Software or other System components that may be required to correct errors which significantly affect performance.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY THE FOUNDATION. THE FOUNDATION EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE FOUNDATION DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE OR SYSTEM WILL BE CORRECTED. THE FOUNDATION'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF THE FOUNDATION FOR ANY CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE LICENSED SOFTWARE OR SYSTEM.

9. LIMITATION OF LIABILITY.

THE FOUNDATION'S LIABILITY FOR ANY ACTIONS, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE SYSTEM IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. IN NO EVENT SHALL THE FOUNDATION HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION. THE FOUNDATION WILL NOT BE LIABLE FOR LOSS, CORRUPTION OR COMPROMISE OF THE CONFIDENTIALITY OF CUSTOMER-PROVIDED DATA.

10. REFERENCE AND SPONSORSHIP. Customer agrees that The Foundation may identify Customer as a customer or user of the System on its website, App Store page and similar sites, and other marketing materials, and describe the project and the services provided by the Foundation to Customer. Nothing herein constitutes an endorsement of The Foundation by Customer.

11. GENERAL.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

11.1 Assignment. This Agreement and any related obligation of one party, may not be assigned in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempt by either party to assign any of the rights, duties or obligations of this Agreement without such consent shall be void. After and upon approved assignment, this Agreement shall bind and inure to the benefit of the parties and their respective successors, assignees, transferees, and legal representatives.

11.2 Amendment. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and The Foundation, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

11.3 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.4 Entire Agreement. Customer acknowledges that its authorized representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, and other communications made or required pursuant to the terms of this Agreement shall be in writing and shall be (i) personally delivered, sent by nationally recognized courier service, or sent by certified mail, return receipt requested, and shall be deemed to have been received upon the earlier of actual receipt or five (5) business days after deposit with the nationally recognized courier service or deposit in the mail; (ii) sent by facsimile and deemed to have been received on the date of the facsimile confirmation; (iii) sent by electronic means and shall be deemed to have been received upon return of a read receipt.

11.5 Notices. Unless another address for a party has been specified by providing notice as set forth herein, such notices, demands, requests and other communications permitted or allowed under this Agreement must be sent to Customer at the address set forth on the signed Quote and to The Foundation, Attn: Legal, PO Box 12594, Pleasanton, CA 94588-2594.

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

10

RESOLUTION NO. 21-339

IN THE MATTER OF APPROVING A SALES QUOTATION WITH TYLER TECHNOLOGIES, INC., FOR THE INSTALLATION AND MAINTENANCE OF A CAD EXPORT INTERFACE AND PULSEPOINT INTERFACE:

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

WHEREAS, the Director of Emergency Communications recommends approval of a sales quotation with Tyler Technologies, Inc., for the installation and maintenance of a CAD export interface and PulsePoint interface;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following sales quotation with Tyler Technologies, Inc.:

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021



Quoted By: Tom Miller
Quote Expiration: 3/31/22
Quote Name: Delaware County, OH CAD Interfaces

Sales Quotation For:
Delaware County 911
10 Court St
Delaware OH 43015
Phone: +1 (740) 833-2057

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
New World Public Safety				
Computer Aided Dispatch				
CAD CFS (xml) Export Interface	\$ 17,600	\$ 12,800	\$ 4,800	\$ 1,008
PulsePoint Interface	\$ 1,500	\$ 500	\$ 1,000	\$ 210
Total	\$ 19,100	\$ 13,300	\$ 5,800	\$ 1,218
<i>Sub-Total</i>	<i>\$ 19,100</i>		<i>\$ 5,800</i>	<i>\$ 1,218</i>
<i>Less Discount</i>	<i>\$ 13,300</i>			<i>\$ 0</i>
TOTAL	\$ 5,800		\$ 5,800	\$ 1,218

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety					
CAD Export Interface Installation Fee	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0

2021-227390-V6L0V2

Page 1

PulsePoint Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480	\$ 0
TOTAL				\$ 5,800	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 5,800	\$ 1,218
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 5,800	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 11,600	\$ 1,218
Contract Total	\$ 12,818	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

2021-227390-V6L0V2

Page 2

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).
New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler’s release versions.
New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.
Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.
Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler’s GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.
Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.
All Tyler Clients are required to use Esri’s ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri’s ArcGIS suite of products that are used for maintaining Client’s GIS data will be contracted by Client separately with Esri.
When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

2021-227390-V6L0V2

Page 3

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

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

11

**JEFF FISHEL, DIRECTOR OF EMERGENCY MEDICAL SERVICES
PRE-HOSPITAL CARE BOARD
UPDATES AND A PRESENTATION ON THE STRATEGIC PLAN**

OTHER BUSINESS:

PRESENTATION

SUSIE BIBLER, EXECUTIVE DIRECTOR MAIN STREET DELAWARE

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021

20 E Winter Street
Delaware, OH 43015

Main Street Delaware, Inc. is a 501(c)(3)
nonprofit organization dedicated to
the preservation, revitalization,
and beautification of Historic
Downtown Delaware.

T: (740) 362-6050

E: officeassistant@mainstreetdelaware.com

W: www.mainstreetdelaware.com

F: facebook.com/MainStreetDelaware



**BOARD
OF DIRECTORS**

- Zach Price
Chairman
- Jeff Kirby
Vice President
- Ana Babiarz
President
- Jason Allison
- Donny Bolton
- Aaron Cook
- Abby Cottogin
- Judy Domire
- Cole Hatcher
- Sean Hughes
- Elaine McCloskey
- Jorge Sanflemente
- Kelsey Scott
- Linda Shearer
- Terri-Lynne Smiles

STAFF

- Susie Bibler
Executive Director
- Caroline Pusateri
Program Coordinator

Dear Delaware County Commissioners,

Congratulations! We are pleased to inform you that The Historic Courthouse Renovation has been awarded the 2020 Best Building Improvement Award by Main Street Delaware!

Our Board of Directors and staff at Main Street have witnessed the major impact this project has made on the community. It is clear to us that the multi-year renovation sought to preserve, conserve and protect the building, objects, landscapes, and other historically significant artifacts. Not only did the project protect and honor historical standards, it is a beautiful repurposing of the original Courthouse and serves to remind the community of the history of Delaware. We believe this project will also set the standard for future preservation and revitalization projects throughout the entire state of Ohio.

We are proud to award the Delaware County Commissioners with the 2020 Best Building Improvement and would like to invite you to schedule a time where we can do a short recorded interview in order for us to make this announcement via social media, our website, and press release.

We look forward to hearing from you!

Sincerely,

Susie Bibler
Executive Director
Main Street Delaware

13

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Would like to point out the collaborative efforts on the County's behalf exhibited today by the EMS agreement with Liberty Township and the Engineer's North Road project.

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- The Legislative Update on Friday afternoon highlighted the budget; with full reimbursement for indigent defense and more funding for Olentangy Local and Big Walnut Local School Districts.
- Will be attending a CEBCO retreat this Thursday and Friday.
- The Land Bank will hold their annual meeting on Wednesday afternoon.

Commissioner Lewis

-Stepping Up will be meeting virtually this week.

Commissioner Merrell

-Spoke to Senator Brenner over the weekend about the school funding. He thought the funding would likely get worked out.

RECESS 10:15 AM/RECONVENE 1:30 PM

12

RESOLUTION NO. 21-340

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE LIBERTY TOWNSHIP BOARD OF TRUSTEES TO PROVIDE EMS SERVICE WITHIN LIBERTY TOWNSHIP AND DELAWARE COUNTY:

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

WHEREAS, the Delaware County Administrator and the Delaware County Director of Emergency Medical Services recommend approval of an agreement between the Delaware County Board of Commissioners and the Liberty Township Board of Trustees to provide EMS service within Liberty Township and Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement between the Delaware County Board of Commissioners and the Liberty Township Board of Trustees to provide EMS service within Liberty Township and Delaware County:

AN AGREEMENT TO PROVIDE EMS SERVICE WITHIN LIBERTY TOWNSHIP AND DELAWARE COUNTY

THIS AGREEMENT is made by and between Liberty Township, hereinafter called the "Township," and The County of Delaware, hereinafter called the "County," pursuant to the authority of Section 307.15 of the Ohio Revised Code, that provides that the County may enter into with the legislative authority of any political subdivision, whereby it undertakes, and is authorized by the Board of Commissioners, to exercise any power, perform any function, or render any service, in behalf of the County or the Board of Commissioners, that the County or the Board may exercise, perform or render.

WHEREAS, countywide EMS service was established in the County in 1972; and

WHEREAS, this EMS service was made possible by the adoption of a one half percent sales tax and the cooperation of Liberty Township, which already had been providing EMS service within the Township; and

WHEREAS, by mutual agreement, the Township, since 1972, has provided Emergency Medical Service (EMS) on behalf of the County in certain areas of the Township, and

WHEREAS, by mutual agreement, the County has provided EMS on behalf of the Township in certain areas of Liberty Township; and

WHEREAS, the Township provides dedicated staff ambulances so that EMS service can be provided in the event that a concurrent fire event is occurring, and the County on occasion provides EMS services in the Township when Township ambulances are not available; and

WHEREAS, reflecting this partnership, the County has provided reimbursement to the Township for providing EMS service; and

WHEREAS, the Township and the County have a desire to reimburse the Township at a flat rate with an annual percentage increase for subsequent years of this agreement; and

WHEREAS, the Township and County are committed to continue providing EMS to all residents of the Township and County; and

WHEREAS, the Township and County remain the primary EMS providers for their responsible jurisdictions; and

WHEREAS, the County established a Pre-Hospital Care Advisory Board on February 7, 2019 with a focus on providing the highest level of EMS services for the residents and visitors throughout the County and to promote collaboration and efficiency of existing resources of the current EMS providers. The Township is eligible to receive Pre-Hospital Care Advisory Board funding through the County; and

NOW THEREFORE, the Township and County agree to the following:

A. Response and EMS Service

1. Both parties agree to work towards the creation and maintaining of a countywide Pre-Hospital Care Advisory Board where each party and any additional joining party are equal shareholders. In the event that the countywide Pre-Hospital Care Board ceases to exist, the Township and County will continue to work together on collaboration of resources.
2. The Township shall be eligible to participate in the countywide Pre-Hospital Care Advisory Board funding provided by the County.
3. Both parties will provide mutual aid and contingency service to each other in times of need.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

4. The parties will coordinate all run card areas and the lead agency will act as follows: Liberty Township will be responsible for calls within Liberty Township and the City of Powell. The closest and most appropriate mutual aid will be called for runs within the jurisdictional boundaries of Liberty Township and the City of Powell when needed and in accordance with the 911 dispatch center systems. The County will reciprocate accordingly in areas where mutual aid is required within the county response area.
5. Emergency Medical Dispatching: Both parties will work to develop consistent practices and uniformity of the responses to EMD calls within both jurisdictions. County will work to implement the EMD for those agencies desiring to use it.
6. Incident Command System: All agencies will use the adopted incident command system.
7. The Township will continue to implement soft billing practices.
8. The Township may elect to use services from the County that include continuous quality improvement, simulation lab and training as part of this agreement and at no-cost to the Township.
9. The Township and County shall develop separate Memo of Understandings (MOUs) to govern any collaborative efforts that are established that may include Critical Care Transport, Telemedicine efforts, Social and Mental Behavioral Services.
10. Citizen Complaints: The County will notify the Township of any complaint resulting from a call within the Township but handled by County EMS. The County will investigate the complaint and provide a written follow-up report to the Township within 30 days of the complaint. Similarly, the Township will notify the County of any complaint resulting from a call outside the Township but handled by the Township. The Township will investigate and provide a written follow-up report to the County within 30 days of the complaint.

B. Compensation

- a. The County shall compensate the Township four hundred thousand dollars (\$400,000) for 2021, and the Township shall invoice the County quarterly for one fourth (1/4) of the total amount. Funds will be paid directly to the Township through ACH transfer, if available.
- b. The compensation amount shall be increased annually by three and one quarter (3.25) percent during the term of this agreement.

C. Training

1. All paramedics employed by the parties will maintain the following certifications:
 - a. CPR
 - b. Emergency Cardiac Care or Advanced Cardiac life Support
 - c. Trauma
 - d. Pediatric

D. Conflict Resolution

Both parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution including mediation.

E. Amendment

1. The Parties agree to jointly review and analyze the results of this agreement, improving efficiencies, avoiding duplications and defining and recommending the terms of a new Agreement to succeed this one.
2. This agreement may be amended by written agreement by both parties.

F. Effective Date, Term and Renewal

This Agreement shall be in force and effect from and after its execution and until December 31, 2025. The agreement shall be renewed for an additional (5) year term and until December 31, 2030 upon written confirmation by both parties. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this 26th day of April, 2021.

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

1:30P.M. Viewing For Consideration Of The Drainage Improvement Petition For Slate Lick Lateral #1

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021

1:30 P.M. VIEWING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR SLATE LICK LATERAL #1

The Delaware County Commissioners, with staff members from the Delaware County Engineer’s Office and the Delaware County Soil and Water Conservation District, conducted an overview of the proposed improvement through the use of video technology.

On June 25, 2020, Doug and Suzann Pusser, filed a petition with the Clerk of the Delaware County Board of Commissioners (the “Board”) requesting to generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. In Delaware County, Kingston and Brown Townships, within the Slate Lick Lateral #1 Watershed and generally following, but not limited to the course and termini of the existing improvements.

For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in the viewing, scheduled for Monday, April 26, 2021, at 1:30P.M. took place only by virtual means.

RECESS 1:39 PM AM/RECONVENE 1:45 PM

RESOLUTION NO. 21-341

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR HOUSE BILL 146:

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

TBD, 2021

Dear TBD:

As the Delaware County Board of Commissioners, we are writing to express our unanimous support of House Bill 146, which would enable local governments to opt out of current prevailing-wage requirements. Local control is the cornerstone of Ohio’s governance philosophy.

It is indisputable that prevailing-wage rules drive up the costs of construction. The complexity of these rules also create administrative burdens, costs and risks for organizations such as ours with the threat of audits and fines. We must also point out the inequity inherent in allowing school buildings to be exempt as they are, but not other publicly funded buildings.

Uniquely, Delaware County is already engaging in public/private partnerships in order to build and maintain the infrastructure needed by our rapidly growing population. For example, our Transportation Improvement District (TID) has been instrumental in bringing the public and private sectors together for infrastructure projects. When prevailing-wage requirements were re-imposed last year on TIDs, the cost of a project already in our pipeline (the \$3 million North Road extension) increased by \$500,000. That is an increase that directly hurts our taxpayers.

Public/private partnerships are the way of the future. Ordinarily, our private-sector partners are not burdened by prevailing-wage laws, but in doing business with us, they would be. This further cripples our ability to serve the residents and businesses of Delaware County. For a county with more than \$400 million of road projects planned over the next 10 years, the tab for the prevailing-wage requirements adds an estimated \$70 million in costs. This is an unnecessary burden on taxpayers, hurts our ability to provide much needed infrastructure in our dynamic community, and threatens future funding of safety services such as EMS and law enforcement. We strongly support House Bill 146 and the removal of this burden.

Sincerely,

Gary Merrell Barb Lewis Jeff Benton

The Delaware County Board of Commissioners

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 26, 2021**

Attendance Commissioners' Hearing Room:

Mike Frommer, County Administrator
Dawn Huston, Deputy County Administrator
Aric Hochstettler, Staff Attorney
Jennifer Walraven, Clerk to the Board Commissioners
Sarah Dinovo, Assistant Clerk/Administrative Assistant
Jane Hawes, Director of Communications
Jeff Fishel, Director of Emergency Medical Services
Chief Donahue, Delaware City Fire Department
Chief O'Brien, Liberty Township Fire Department
Chief Ponzi, Genoa Township Fire Department
Assistant Chief Jennifer Cochran, Delaware County EMS
Patrick Brandt, Emergency Communications Director
David Stadge, Delaware County Finance Authority
Bob Lamb, Economic Development Director
Rob Platte, Economic Development Administrator
Lee Bodnar, Administrator Delaware County Engineer's office
Rob Riley, Deputy Engineer
Shyra Eichhorn, Liberty Township Trustee
Becca Mount
Susie Bibler, Main Street Delaware Executive Director
Caroline Pusateri, Main Street Delaware Program Coordinator
Jorge Sanclemente, Main Street Board Member

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners