

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2021**

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

Present:
Barb Lewis, Vice President
Jeff Benton, Commissioner

Absent:
Gary Merrell, President

1
RESOLUTION NO. 21-348

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 29, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 29, 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 Absent Mr. Benton Aye

2
RESOLUTION NO. 21-349

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0430:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0430 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2103020	QUASAR ENERGY GROUP	SLUDGE HAULING - RSD	66211900 - 5380	25,000.00

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

3
RESOLUTION NO. 21-350

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE KINGSTON TOWNSHIP WATERSHED 2017-2 FILED BY KATHY MAGEE AND OTHERS:

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

WHEREAS, on March 17, 2021, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Kathy Magee and Others to:

1. Improve the drainage, (both surface and sub-surface) to a sufficient and direct outlet. This could include replacing, repairing, or altering the existing surroundings and/or creating new surface and subsurface drainage ditches, culverts, mains or laterals as necessary. The work requested by this petition includes the area to the south of Todd Street Road in anticipation of additional water being forced upon this area via the installation of a culvert by the Township.
2. In Delaware County, Ohio- Kingston Township- within the Kingston Township Watershed #2017-2 Watershed and generally following, but not limited to the course and termination of the existing improvements on the south side of Todd Street Road.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board

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decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Tuesday June 15, 2021, at 10:00A.M.**, with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday, August 26, 2021, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

4
RESOLUTION NO. 21-351

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR RADNOR TOWNSHIP WATERSHED NO. 2015-1 FILED BY MAKAPA LLC, ET AL:

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

WHEREAS, on March 17, 2021, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by MAKAPA LLC, et al, to:

- 1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
- 2. Commencing in the County of Delaware Township of Radnor, and in Radnor Township Watershed No. 2015-1 from a drainage outlet located at or near the west side of 520-410-01-094-000 on a course and entry point downstream to a good and sufficient outlet.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Tuesday, June 15, 2021, at 11:00A.M.**, with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Monday, August 23, 2021, at 1:30P.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

5
RESOLUTION NO. 21-352

IN THE MATTER OF SCHEDULING A SPECIAL COMMISSIONERS’ SESSION FOR TUESDAY JUNE 15, 2021 AT 10:00A.M. FOR CONDUCTING THE VIEWS OF DRAINAGE PETITIONS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to schedule a special commissioners’ session for Tuesday June 15, 2021 at 10:00A.M. for conducting the views of Drainage petitions.

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

6
RESOLUTION NO. 21-353

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE TREASURER OFFICE DELINQUENT TAX FUND:

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

From	To	Amount
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5001 COMPENSATION	Increase \$ 685,055.40
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5004 OVERTIME	Increase \$ 100.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5101 HEALTH INSURANCE	Increase \$ 53,809.36
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5102 WORKS COMP	Increase \$ 11,750.55
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5120 COUNTY SHARE/OPERS	Increase \$ 97,007.76
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5131 COUNTY SHARE/MEDICARE	Increase \$ 10,288.30
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5200 PC MATERIALS SUPPLIES	Increase \$ 11,500.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5201 GEN SUPPLIES & EQUIP < 1000	Increase \$ 15,000.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5260 Inv tool, equip, furn 1000-4999	Increase \$ 50,000.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5301 CONTRACTED PROFESSIONAL SERVICES	Increase \$ 62,500.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5305 TRAINING & STAFF DEVELOPMENT	Increase \$ 7,000.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5308 MEMBERSHIP, SUBSCRIPTIONS	Increase \$ 2,500.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5312 ADVERTISING & LEGAL NOTICES	Increase \$ 2,040.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5313 PRINTING AND RELATED SERVICES	Increase \$ 5,000.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5320 SOFTWARE AND COMPUTER SERVICES	Increase \$ 31,448.63
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5325 MAINT CONTRACS & AGREEMENTS	Increase \$ 20,000.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5328 MAINT & REPAIR SERVICES	Increase \$ 2,500.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5331 POSTAL AND FREIGHT SERVICES	Increase \$ 2,500.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5380 OTHER SERVICES	Increase \$ 25,000.00
24414102 - 5901 CONTINGENCY/OTHER	24414102 - 5325 MAINT CONTRACS & AGREEMENTS	Increase \$ 5,000.00
		\$ 1,100,000.00

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

**7
RESOLUTION NO. 21-354**

IN THE MATTER OF APPROVING THE LEGAL NOTICE FOR THE SALE OF REAL PROPERTY OWNED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO LOCATED AT 6233 TUSSIC STREET ROAD, WESTERVILLE, OHIO 43082:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") currently owns real property located at 6233 Tussic Street Road, Westerville, Ohio 43082 (the "Property"); and

WHEREAS, pursuant to sections 307.09 and 307.10 of the Revised Code, the Board may sell any real property belonging to the county and not needed for public use; and

WHEREAS, the Board has determined that the Property is not needed for public use after the reservation of easements for road right-of-way and future sanitary sewer facilities; and

WHEREAS, the Director of Facilities recommends publication of a legal notice for the sale of the Property, in accordance with section 307.10 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following legal notice for the sale of the Property and authorizes the Director of Facilities to prepare and issue the Invitation to Bid:

**LEGAL NOTICE
SALE OF REAL PROPERTY OWNED BY
THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO
6233 Tussic Street Rd.
Westerville, OH 43082**

Parties interested in purchasing real property owned by the Delaware County Board of Commissioners (the "Board") may submit a sealed bid to the Board, at 91 North Sandusky Street, Delaware, Ohio 43015 until **3:00 PM on June 4, 2021** for the purchase of real property located at 6233 Tussic Street Rd., Westerville, OH 43082 (the "Property").

The Property is part of Farm Lot 3, Quarter-Township 4, Township 3, Range 17, United States Military Lands,

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and is part of an original 1.326 acre tract. The Board reserves unto itself a 20 foot wide sanitary sewer easement across the frontage of the Property. A survey plat and legal description for the Property are included in the Invitation to Bid. Copies of the Invitation to Bid may be obtained from the Board at its offices located at 91 North Sandusky Street, Delaware, Ohio 43015 during normal business hours, or from the County’s website at www.co.delaware.oh.us under the Quick Links subheading “Public Notices and Bids.”

Any and all inspections must take place prior to bidding. The Property is being sold “as is, where is” with all faults, including all defects, known or unknown. The Property will be open for viewing or inspection by appointment only during normal business hours by contacting the Delaware County Facilities Management Office at (740) 833-2280 or by email jmelvin@co.delaware.oh.us.

The Property, if sold, will be sold to the highest responsible bidder. Should the transaction fail for any reason the next highest responsible bidder may be awarded the sale. All bidders are required to submit with their bid a certified check or money order in the amount of \$1,000, payable to the Board, as an earnest money deposit. The bids must be held open for a period not longer than sixty (60) days after bid opening, and the award may take place at any time after bid opening. All earnest money submitted with the bid, not kept upon award of the sale, will be returned after the sixty (60) day period has elapsed. Upon award of the bid, earnest money of the winning bidder is subject to being forfeit for failure to complete the sale. All bids must be cash transactions or cash equivalent with confirmed financing.

At the time and date written above, the bids will be opened and read aloud and shall be considered firm offers to purchase. A final purchase contract will be negotiated with the highest responsible bidder according to the discretion of the Board in the best interests of the Board and Delaware County. The Board reserves the right to reject any and all bids and to waive any irregularities or informalities.

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

8
RESOLUTION NO. 21-355

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE PUBLIC DEFENDER’S OFFICE:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the “Board”) adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator:

Appointing Authority:	Public Defender
Office/Department:	Public Defender
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Jennifer Downey
Department Coordinator:	Susan Hannahs

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

9
RESOLUTION NO. 21-356

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE LITTER GRANT:

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

Transfer of Appropriation

From	To	
22111502-5001 Litter Grant/Compensation	22111502-5301 Litter Grant/Contracted Professional Services	43,691.64
22111502-5004 Litter Grant/Overtime	22111502-5301 Litter Grant/Contracted Professional Services	2,000.00
22111502-5101 Litter Grant/Health Insurance	22111502-5301 Litter Grant/Contracted Professional Services	11,521.98
22111502-5102 Litter Grant/Workers Comp	22111502-5301 Litter Grant/Contracted Professional Services	366.30
22111502-5103 Litter Grant/Dental Insurance	22111502-5301 Litter Grant/Contracted Professional Services	169.65
22111502-5120 Litter Grant/OERS	22111502-5301 Litter Grant/Contracted Professional Services	7,191.25
22111502-5131 Litter Grant/Medicare	22111502-5301 Litter Grant/Contracted Professional Services	350.45

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

10

RESOLUTION NO. 21-357

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY FOR INTERAGENCY INFORMATION TECHNOLOGY SUPPORT:

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

WHEREAS, the Director of Job & Family Services recommends approval of the Memorandum of Understanding to provide Interagency Information Technology Support to Delaware County Child Support Enforcement Agency by and between the Delaware County Department of Job and Family Services and Delaware County Child Support Enforcement Agency;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding to provide Interagency Information Technology Support to Delaware County Child Support Enforcement Agency by and between the Delaware County Department of Job and Family Services and Delaware County Child Support Enforcement Agency, as follows:

**MEMORANDUM OF UNDERSTANDING
INTERAGENCY INFORMATION TECHNOLOGY SUPPORT**

This Memorandum of Understanding (“MOU”) to provide Information Technology Support to Delaware County Child Support Enforcement Agency is entered into this 3rd day of May, 2021 by and between the Delaware County Department of Job and Family Services (hereinafter “DCDJFS”), whose address is 145 North Union Street, Delaware, Ohio 43015 and Delaware County Child Support Enforcement Agency (hereinafter “CSEA”) whose address is 145 North Union Street, Delaware, Ohio 43015 (hereinafter collectively “Parties.”)

PURPOSE OF MOU

The purpose of this MOU is to state the covenants and conditions under which the DCDJFS Information Technology (IT) Specialist shall provide technical support to CSEA.

TERM

The initial term of the agreement is from April 1, 2021 through March 31, 2023. By mutual consent, DCDJFS and CSEA may determine that an extension of this agreement is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the agreement may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no decrease in services, and all other terms of this agreement remain unchanged, unless amended by a separate written amendment signed by all Parties.

SCOPE OF SERVICES / STATEMENT OF WORK TO BE PERFORMED

The DCDJFS IT Specialist shall act as the Technical Point of Contact (TPOC) acting as the liaison between CSEA and the Ohio Department of Job and Family Services (ODJFS) and the Ohio Department of Administrative Services (DAS). TPOC responsibilities shall be those recognized by the State of Ohio and requested by CSEA.

PAYMENT FOR SERVICES

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CSEA shall reimburse DCDJFS for time the DCDJFS IT Specialist spends providing information technology technical support to CSEA. CSEA shall reimburse DCDJFS at the “fully loaded” (base salary and fringes) hourly amount defined in Appendix I. Reimbursement for the DCDJFS’s IT Specialist’s time shall be in not less than ¼ hour increments. CSEA shall submit a TPOC Time Log, defined in Appendix II, to DCDJFS each month depicting tasks and time the TPOC supported CSEA. The TPOC Time Log shall serve as the documentation required for reimbursement.

The expected administrative process flow shall be:

1. CSEA team members request TPOC to perform IT support tasks as needed.
2. TPOC completes the IT tasks.
3. TPOC records time needed to complete tasks on the TPOC Time Log.
4. TPOC and Authorized CSEA Representative shall review, sign, and submit the TPOC Time Log to DCDJFS monthly not later than 15th of each month following the month services were provided.
5. DCDJFS shall invoice CSEA for the TPOC services monthly.
6. CSEA shall pay DCDJFS monthly.

TERMINATION

The Parties may terminate this MOU at any time and for any reason by giving at least thirty (30) days’ notice, in writing, to the other Party. DCDJFS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice of termination as the effective date for such termination.

NOTICES

<p>Delaware County Child Support Enforcement Agency</p> <p>Delaware County CSEA Joyce Bowens Director 145 North Union Street Delaware, Ohio 43015</p>	<p>Delaware County Department of Job and Family Services</p> <p>Delaware County JFS Robert Anderson Director 145 North Union Street Delaware, Ohio 43015</p>
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SEVERABILITY

If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ENTIRE AGREEMENT

This MOU and its attachments shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual written consent of the Parties.

AMENDMENT

The parties agree that this MOU may be amended or revised at any time by written agreement of both parties.

**Appendix I
TPOC Reimbursement Rate**

Position Description	Fully Loaded Hourly Rate
IT Specialist	\$48.59

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

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RESOLUTION NO. 21-358

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND NECCO, INC:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendment with NECCO, Inc.;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment for Child Care Placement with NECCO, Inc.:

**Second Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
NECCO, Inc.**

This Second Amendment of the Contract For The Provision of Foster Care Services is entered into this 3rd day of May, 2021 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and NECCO, Inc. (hereinafter "Provider") whose address is 415 Glensprings Drive, Suite 201, Cincinnati, Ohio 45246 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Foster Care Services ("Contract") on January 21, 2021.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The total per diem rate for youth placement (initials CW) for Treatment Foster Care-Special Needs Negotiated Rate for Specific Placement, Service ID # 4973664, for the service period April 1, 2021 through June 30, 2021 shall be \$105 per day.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 21-359

IN THE MATTER OF APPROVING A SERVICE CONTRACT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND TRI-COUNTY VISITING NURSES TCVN FOR INTENSIVE SUPERVISION SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the contract by and between the Delaware County Board of County Commissioners, on behalf of Delaware County Department of Job and Family Services, and Tri-County Visiting Nurses TCVN for Intensive Supervision Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract by and between the Delaware County Board of County Commissioners, on behalf of Delaware County Department of Job and Family Services, and Tri-County Visiting Nurses TCVN for Intensive Supervision Services, as follows:

**SERVICE CONTRACT
Intensive Supervision Services**

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This Contract is entered into by and between the **Delaware County Board of County Commissioners** (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015 on behalf of **Delaware County Department of Job and Family Services** (hereinafter, "DCDJFS"), whose address is 145 North Union Street, Delaware, Ohio 43015, and **Tri-County Visiting Nurses TCVN** (hereinafter "Provider"), with an office at 260 Northland Blvd, Springdale, OH 45246-4921 (hereinafter singly "Party," collectively, "Parties").

1. TERM

This Contract will be effective as of **March 7, 2021** inclusive, and shall remain in effect unless otherwise terminated or extended by formal amendment by the Parties.

2. SCOPE OF SERVICE

A. ATTACHMENTS

Subject to the terms and conditions set forth in this Contract and the Attachments (such Attachments are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the services set forth in **Attachment I: Service Scope and Rates** as requested by DCDJFS. The parties agree that a billable unit of service shall be as defined in **Attachment I: Service Definitions, Codes and Rates**.

The Attachments are as follows:

- A. Service Definitions, Coding and Data Files
- B. Authorization Process
- C. Invoicing Procedure
- D. Provider Documentation Requirements
- E. Major Unusual Incident Reporting
- F. Client Rights
- G. Mandated Reporting Responsibilities
- H. Contracted Provider Termination of Services to a Specific Client
- I. Service Definitions, Codes and Rates
- J. Service Scope and Rates Provider Specific Information

B. ORDER OF PRECEDENCE

This Contract is based upon **Attachments A through J** as named in Section **2.A. Attachments**, above. This Contract and all Attachments are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an Attachment, this Contract takes precedence over the Attachment.

C. PROVIDER RESPONSIBILITY

1. **Required Documentation and Reporting:** Records of all service provided to all individuals in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed or will be recovered through the audit process. "Proper" documentation of service provided is defined in **Attachment D: Provider Documentation Requirements**.

2. Approvals for Client services

It is the responsibility of the Provider to monitor the number of hours/units of client approvals issued by DCDJFS. This process is detailed in **Attachment B: Authorization Process**. Should the Provider perform services that exceed the number of client approvals issued by DCDJFS, Provider will bear the cost of the services provided.

Should the Provider feel there is a need for additional services/hours/units, it is the responsibility of the Provider to request, in advance, additional time for the service being requested. DCDJFS will not reimburse for service(s) that did not receive prior approval or that exceed the approval.

3. DCDJFS reserves the right to request additional reasonable reports at any time during the Contract period. It is the responsibility of Provider to furnish DCDJFS with reports as requested. DCDJFS may exercise this right without a Contract amendment. DCDJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.

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4. The compensation amount in **Section 3** of this Contract (“**Billing and Payment**”) is the full payment for client service. No fees or additional cost shall be charged to DCDJFS for any client without express approval of DCDJFS. Such approval must be made by way of a Contract amendment.
5. Provider warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by Provider to other sources of funding for the same services. In case of overpayments, Provider agrees to repay DCDJFS the amount of overpayment.
6. Provider agrees to be bound by all of the confidentiality, disclosure and safeguarding of information requirements of the Ohio Revised Code and federal and state laws and regulations.

3. BILLING AND PAYMENT

- A. Rates of Payment - DCDJFS agrees to compensate Provider as set forth in **Attachment I: Service Scope and Rates**.

NOTE: If an invoiced unit of service is not a full hour, portions of a unit should be billed as follows:

0 – 7 minutes	= 0
8 – 22 minutes	= .25 hour
23– 37 minutes	= .50 hour
38– 52 minutes	= .75 hour
53– 60 minutes	= 1.0 hour

- B. Billing and Payment – Original invoices, submitted via email, mail, or fax are to be sent each month to DCDJFS by the 15th calendar day of each month for services provided in the previous month. Provider shall make all reasonable efforts to include all services provided during the service month on the invoice. Additional Details are in **Attachment C: Invoicing Procedure**.
- C. DCDJFS reserves the right to withhold payment until such time as requested and/or until the required documentation that services were properly rendered is received.
1. DCDJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to DCDJFS more than ninety (90) calendar days from the end of the service month. DCDJFS has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
 2. For accurate invoices which are received timely, DCDJFS will make payment within a reasonable time, but never more than thirty (30) business days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. DCDJFS will only pay for approved services.
- D. Provider will include all requested information with all invoices submitted for payment.
- E. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:

bad debt or losses arising from uncollectible accounts and other claims and related costs; bonding costs; contributions to a contingency(ies) reserve or any similar provision for unforeseen events; contributions, donations, or any outlay of cash with no prospective benefit to the facility or program, entertainment costs for amusements, social activities, and related costs; costs of alcoholic beverages; goods or services for personal use, fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; gains and losses on disposition or impairment of depreciable or capital assets; cost of depreciation on idle facilities, except when necessary to meet Contract demands; costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in rule 5101:24726.2 of the Administrative Code; losses on other contracts; organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; costs related to legal and other proceedings; goodwill; asset valuations resulting from business combinations; legislative lobbying costs; cost of organized fund raising; cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments; any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; cost of insurance on the life of any officer or employee for which the facility is beneficiary; major losses incurred through the lack of available insurance coverage; cost of prohibited

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activities from section 501(C)(3) of the Internal Revenue Code; and reimbursement of travel time and/or mileage costs to/from appointments or meetings with or about the client.

- F. Provider warrants that claims made to DCDJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. TITLE IV-E

Title IV-E Providers must have certified IV-E rates and agree to provide copies of certification letter(s) to DCDJFS. Provider further agrees it is and will remain in compliance with all federal, state, and local laws, rules, and regulations applicable to a Title IV-E provider. This is not applicable to non -Title IV-E providers.

5. COMPARABLE PRICING

DCDJFS will not reimburse the Provider at a rate higher than the regular rate charges to any other purchaser of service from the Provider. Provider will provide a list of direct services and standard rates being charged, to DCDJFS on an annual basis.

6. ELIGIBILITY FOR SERVICES

Service is to be provided only for referrals made to the Provider by DCDJFS on behalf of a client enrolled with DCDJFS.

7. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms

1. All records relating to costs, work performed and supporting documentation for invoices submitted to DCDJFS by Provider, along with copies of all deliverables submitted to DCDJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by DCDJFS, or other relevant governmental entities including, but not limited to the Delaware County Prosecuting Attorney, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation, or other action is initiated during the period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of DCDJFS. Provider further agrees to maintain the confidentiality of all clients and families served. No identifying information on clients served will be released for research or other publication without the express written consent of the DCDJFS Director.

- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

8. NO ASSURANCES

Provider acknowledges that, by entering this Contract, DCDJFS is not making any guarantees or other assurances as to the extent, if any, that DCDJFS will utilize Provider's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

9. NONEXCLUSIVE

This is a nonexclusive Contract, and DCDJFS may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

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10. CONFLICT OF INTEREST

Provider agrees that there is no financial interest involved on the part of any DCDJFS employees or Provider employee in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a DCDJFS employee or Provider employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. Provider will report the discovery of any potential conflict of interest to DCDJFS. Should a conflict of interest be discovered during the term of this Contract, DCDJFS may exercise any right under the Contract including termination of the Contract.

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies to be in compliance with these provisions.

11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of DCDJFS. Provider may not subcontract any of the services agreed to in this Contract without the express written consent of DCDJFS. At the time of Contract signing, Provider warrants that Provider has a signed Contract with all approved subcontractors or will execute a signed Contract with all approved subcontractors within thirty (30) days of execution of Provider's Contract with DCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which DCDJFS are listed as additional insured. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met.

Notwithstanding, any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without DCDJFS prior written consent, is grounds for DCDJFS to terminate this Contract with one (1) day prior written notice. Provider must notify DCDJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide DCDJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify DCDJFS of subcontractor's termination and shall make recommendations to DCDJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of DCDJFS. Provider is responsible for making direct payment to all subcontractors for all services provided by such contractor.

12. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

13. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges in no event will an oral agreement with DCDJFS be recognized as a legal and binding change to the Contract.

14. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

15. TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party 30 days prior to the effective date of termination, except that DCDJFS reserves the right to terminate immediately upon delivery of the termination notice based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a client or unethical or business violations.

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The parties further agree that should Provider become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, any service the Provider has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of **Section 3 – Billing and Payment**. DCDJFS shall receive credit for reimbursement already made when determining the amount owed to Provider.

Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitations, results accomplished, conclusion resulting therefrom and such other matters as DCDJFS may require.

The parties further agree that should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of DCDJFS. DCDJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by DCDJFS.

Notwithstanding the above, Provider shall not be relieved of liability to DCDJFS for damages sustained by DCDJFS by virtue of any breach of the Contract by Provider and DCDJFS may withhold any compensation to Provider for the purpose of offset until such time as the amount of damages due DCDJFS from Provider is agreed upon or otherwise determined.

16. GOOD FAITH EFFORT

In the event of termination under **Section 15 – Termination**, both Provider and DCDJFS shall use all good faith efforts to minimize adverse effects on the child clients by the loss of the Contract. At all times, the best interest of the children shall guide the parties' actions.

17. COMPLIANCE

Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

18. NONDISCRIMINATION

Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, the Equal Pay Act of 1963, the Family and Medical Leave Act of 1993, the Genetic Information Nondiscrimination Act of 2008, and any subsequent version of the above Acts or additional legislation in any of the above areas.

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, ethnicity, religion, sex, gender, sexual orientation, gender identity, national origin, ancestry, disability, veteran status, age, political belief, medical condition or place of birth. Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, ethnicity, religion, sex, gender, sexual orientation, gender identity, national origin, ancestry, disability, veteran status, age, political belief, medical condition or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Provider complies with all applicable federal and state nondiscrimination laws.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

19. SOLICITATION OF EMPLOYEES

Provider and DCDJFS warrants that for one (1) calendar year from the beginning date of this contract between DCDJFS and Provider that neither party will solicit the other parties' employees for employment. The term "provider" and DCDJFS includes all respective staff.

20. RELATIONSHIP

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Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association, or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on DCDJFS.

21. DISCLOSURE

Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a DCDJFS employee, employee's business, or any business relationship or financial interest that a DCDJFS employee has with Provider or with Provider's business.

22. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

23. NO ADDITIONAL WAIVER IMPLIED

If DCDJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

24. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to DCDJFS and/or clients of DCDJFS concerning the confidentiality of DCDJFS clients. Provider understands that any access to the identities of any DCDJFS clients shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning DCDJFS clients for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure that all client documentation is always protected and maintained in a secure and safe manner.

25. AUDIT RESPONSIBILITY

A. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

Provider agrees to repay DCDJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that DCDJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be reissued. DCDJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

DCDJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

B. Provider shall cause, as applicable and when required by law, to have an annual independent audit report. Within forty-five (45) days of receipt, applicable Provider agrees to give DCDJFS a copy of Provider's most recent annual independent audit report

C. DCDJFS reserves the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and clients. During such evaluations, TCVN will bear the cost for its staff's involvement in such evaluations and DCDJFS bear the cost of its staff, contractors or agents' involvement.

D. DCDJFS reserves the right to review records pursuant to **Section 38 - Screening and Selection.**

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- E. When applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A133. Applicable Provider should submit a copy of the completed audit report to DCDJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

26. WARRANTY

Provider warrants and represents that its services shall be performed in a professional and work like manner in accordance with applicable professional standards. When applicable, Provider warrants and represents that it holds required licensure, certification, and/or national accreditation.

Provider warrants and represents that all other sources of revenue have been actively pursued prior to billing DCDJFS for Services, including but not limited to, third party insurance and any other source of local, state, or federal revenue.

27. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function might be terminated by DCDJFS at the end of the period for which funds are available.

DCDJFS will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to DCDJFS in the event this provision is exercised, and DCDJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

28. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect DCDJFS property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Provider from carrying out its obligations contained herein.

29. COORDINATION

Provider will advise DCDJFS of any significant fund-raising campaigns contemplated by the Provider within Cincinnati and DCDJFS for supplementary operating or capital funds during the term of this Contract so that the same may be coordinated with any planned promotion of public or private funds by DCDJFS for the benefit of this and other agencies within the community.

30. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in the courts located in Delaware County, Ohio and Ohio law will apply.

31. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, DCDJFS shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

32. DRUG FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug free workplace as outlined in 45 CFR Part 76, Subpart F. Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse

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prescription drugs in any way.

33. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to DCDJFS clients.

34. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the public, or media verbally, in writing, or by any electronic means without prior approval from DCDJFS, unless Provider is required to release requested information by law. DCDJFS reserves the right to announce to the public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where DCDJFS approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government furnished documents DCDJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Provider agrees to notify the DCDJFS Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using contract information and results to market to specific clients or prospects.

35. AMENDMENTS

This writing constitutes the entire agreement between Provider and DCDJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and DCDJFS; however, it is agreed by Provider and DCDJFS that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and DCDJFS and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

36. INSURANCE

Provider, as applicable, agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's products or services as described in this Contract; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A; VII. Provider shall purchase the following coverage and minimum limits;

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

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- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.
- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
1. All commercial general, business auto and umbrella/excess liability policies shall state "Delaware County Board of Commissioners, Delaware County Department of Job and Family Services, and their officials, employees, agents and volunteers are endorsed as additional insured parties". Each required insurance policy shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice to DCDJFS. Each required insurance policy shall be endorsed to state that each underwriter shall waive all rights of recovery, under subrogation or otherwise, against DCDJFS. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: DCDJFS, 145 N Union St, Delaware, OH 43015
 2. Provider shall furnish DCDJFS with original certificates and amendatory endorsements affecting coverage which are to be received by DCDJFS before the Contract commences. DCDJFS reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 3. Provider shall declare any self-insured retention to DCDJFS pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to DCDJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 4. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following: 1) unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; 2) continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with DCDJFS.
 5. Provider and DCDJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 6. Provider's insurance coverage shall be primary insurance with respect to DCDJFS and their respective employees, agents, and volunteers. Any insurance maintained by DCDJFS shall be more than Provider's insurance and shall not contribute to it.
 7. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
 8. If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that all subcontractors comply with all insurance requirements contained herein.

37. HOLD HARMLESS

Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its

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agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions

38. SCREENING AND SELECTION

A. Criminal Record Check:

Criminal Record Check: Provider will complete criminal record checks on all individuals assigned to work with or transport clients. Provider will obtain a nationwide conviction record check through the Bureau of Criminal Identification and Investigation (the BCII) and obtain a criminal record transcript from the Cincinnati Police Department, the Delaware County Sheriff's Office and/or any law enforcement or police department necessary to conduct a complete criminal record check of everyone providing Services. Provider shall not assign any individual to work with or transport clients in an unsupervised setting until a BCII report and a criminal record transcript has been obtained.

A BCII report must be dated within six (6) months of the date an employee or volunteer is hired. Provider may employ an applicant conditionally until the criminal records check required by this section is completed and the Provider receives the results of the criminal record check. If the results of the criminal records check indicate that the applicant does not qualify for employment, the Provider shall release the applicant from employment. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) or ORC 2919.24. Provider warrants and represents that it will comply with Ohio Revised Code, Section 2151.86.

Provider further warrants and represents that it will complete a random check on this information on an annual basis and act in accordance with information received.

B. Declaration of Provider Background Qualifications

Provider has verified that all employees, subcontractors, agents, or volunteers that provide direct care, service provision or transportation to any DCDJFS client meet the applicable local, state, and federal requirements to provide services as set forth in this contract.

Furthermore, Provider maintains consistent procedures to evaluate police records, Bureau of Criminal Identification, and Investigation (BCII) reports, and Bureau of Motor Vehicle transcripts and acknowledges compliance with Ohio Revised Code Section 2151.86 concerning criminal record checks. Provider shall ensure that no individual with a felony conviction for drug abuse, a conviction for any crime of violence or any sexual offense, or a conviction for any form of abuse or neglect against children or child endangerment is left unsupervised with clients.

C. Bureau of Motor Vehicle transcript:

Any individual transporting clients shall possess the following qualifications:

1. a satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio;
2. a satisfactory BMV transcript from the individual's state of residence; and
3. a current and valid driver's license.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Client if:

1. the individual who has a condition which would affect safe operation of a motor vehicle;
2. the individual has five (5) or more points on his/her driver's license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

D. Verification of Job or Volunteer Application:

Provider will check and document each applicant's personal and employment references, general work history, licensure, when applicable, relevant experience, and training information. Provider further agrees it will not employ an individual to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and applicable proof of licensure to provide services, when applicable.

39. LOBBYING

During the life of the Contract, Provider warrants that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of

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Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

40. MAINTENANCE OF SERVICE

Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the Contract shall be maintained.

41. GRIEVANCE PROCESS

Provider will post the Client Rights Policy and Grievance Procedure in a public or common area at each contracted site, so all participants are aware of their rights as well as the grievance process.

42. PROPERTY OF DCDJFS

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of DCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for DCDJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the public unless DCDJFS determine that, pursuant to state or federal law; such materials are confidential or otherwise exempted from disclosure.

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. Delaware County /DCDJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to DCDJFS, then Provider agrees to and by executing this Agreement hereby does assign to DCDJFS all worldwide rights, title, and interest in and to the Deliverables. DCDJFS acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or because of this Contract or that are generally known and available.

43. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify DCDJFS of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify DCDJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

44. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants and represents that Provider shall notify DCDJFS within one (1) business day should a finding for recovery occur during the Contract term.

45. FAITH BASED ORGANIZATIONS

Provider agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any Client based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Client objects to the religious character of the organization, Provider will immediately refer the individual back to DCDJFS for an alternative Provider.

46. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with Delaware County, DCDJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of support that is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

47. DEFAULT BY PROVIDER

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In the event of a Material Breach of this Contract by Provider, DCDJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period. DCDJFS reserves the right to invoke immediate termination as defined in **Section 15 - Termination**.

MATERIAL BREACH shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Contract and which, by itself or together with one or more other breach(es), has a substantial negative effect on, or thwarts, the purpose of this Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion on the non-breaching party such technical or nonmaterial variation does not rise to the level of a Material Breach when viewed in light of the breaching party’s overall conduct under this Contract.

Any extension of time to cure any breach given to Provider by DCDJFS shall be in writing and will not operate to preclude the future exercise of any rights DCDJFS may have under this Contract.

48. CONTACT INFORMATION - DCDJFS

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Jeffrey Sell	740-833-2367	DCDJFS Protective Services	Protective Services Administrator
Lynn Stacy	740-833-2359	DCDJFS Protective Services	Social Services Supervisor
Melissa Barber	740-833-2310	DCDJFS Protective Services	Social Services Case Worker
Steven Sikora	740-833-2306	DCDJFS Fiscal Department	Fiscal Department Supervisor
Joy Vanzant	740-833-2311	DCDJFS Fiscal Department	Fiscal Department Specialist

49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30). Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

50. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards; orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

51. CONTRACT CLOSEOUT

At the discretion of DCDJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify there are no outstanding claims or disputes and to ensure all required forms; reports and deliverables were submitted to and accepted by DCDJFS in accordance with contract requirements.

52. CAMPAIGN CONTRIBUTION DECLARATION

Provider agrees to comply with the requirements of 3517.13 of the Ohio Revised Code, which limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or has been awarded public contracts.

The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

53. SIGNATURES

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

54. EFFECT OF SIGNATURE

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The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

(Attachments A-J to Contract- Intensive Supervision Services ISUPH available in the Commissioners’ office Job and Family Services Department upon request.)

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

15

RESOLUTION NO. 21-360

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT21-0094	Frontier	Lewis Center Road	Relocate cable
UT21-0095	Del-Co Water	Home Road	Relocate waterline
UT21-0096	Frontier	Lewis Center Road	Bore Road & bury cable

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

16

RESOLUTION NO. 21-361

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE SHELLY COMPANY FOR THE 2021 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM:

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

**2021 Delaware County Road Improvement Program
Bid Opening of April 20, 2021**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to The Shelly Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and The Shelly Company for the project known as 2021 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners awards the bid to and approves the contract with The Shelly Company for the 2021 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads, as follows:

CONTRACT

THIS AGREEMENT is made this 3rd day of May, 2021 by and between **The Shelly Company, 80 Park Drive, Thornville, Ohio 43076**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the

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construction of the improvements embraced in the project named “2021 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Three Million Four Hundred Seventy-One Thousand One Hundred Seventy-Two Dollars and Seventy-Nine Cents (\$3,471,172.79)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

17

RESOLUTION NO. 21-362

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GEORGE J. IGEL & CO., INC. FOR DEL-2021 DESIGN BUILD BRIDGE PROJECT:

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

**DEL-2021 Design Build Bridge Project
Bid Opening of April 20, 2021**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to George J. Igel & Co., Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and George J. Igel & Co., Inc. for the project known as DEL-2021 Design Build Bridge Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with George J. Igel & Co., Inc. for the DEL-2021 Design Build Bridge Project, as follows:

CONTRACT

THIS AGREEMENT is made this 3rd day of May, 2021 by and between **George J. Igel & Co., Inc., 2040 Alum Creek Drive, Columbus, Ohio 43207**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the

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construction of the improvements embraced in the project named “**DEL-2021 Design Build Bridge Project**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Three Hundred Eighty-Two Thousand Nine Hundred Dollars and Zero Cents (\$382,900.00)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

18

RESOLUTION NO. 21-363

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE DEL-CR 124-6.45, HOME ROAD IMPROVEMENT PROJECT:

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

**DEL-CR 124-6.45, Home Road Improvement Project
Bid Opening of April 20, 2021**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-CR 124-6.45, Home Road Improvement Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Double Z Construction Company for the DEL-CR 124-6.45, Home Road Improvement Project, as follows:

CONTRACT

THIS AGREEMENT is made this 3rd day of May, 2021 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**DEL-CR 124-6.45, Home Road**

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Improvement Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Two Million Seven Hundred Sixty-Two Thousand Fifty-Three Dollars and Twenty-Five Cent (\$2,762,053.25)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

19

RESOLUTION NO. 21-364

IN THE MATTER OF APPROVING COOPERATION AGREEMENTS BETWEEN THE BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR THE RESURFACING OF PEACHBLOW ROAD AND THE RESURFACING OF STRATFORD ROAD:

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

WHEREAS, the County Engineer recommends approval of Cooperation Agreements between the Delaware County Board of Commissioners and the City of Delaware for the Resurfacing of Peachblow Road and the Resurfacing of Stratford Road;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners approves the Cooperation Agreements with the City of Delaware for the Resurfacing of Peachblow Road and the Resurfacing of Stratford Road, as follows:

Peachblow Road

**COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF DELAWARE
AND
DELAWARE COUNTY
FOR RESURFACING OF PEACHBLOW ROAD**

This Agreement is made and entered into this 3rd day of May, 2021 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the “City”), hereinafter referred to individually as “Party” or collectively as the “Parties”.

1 AUTHORITY

1.1 This Agreement is authorized under, *inter alia*, sections 9.482, 307.15, and 715.02, and Chapter 5557, of the Revised Code.

2 PURPOSE

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- 2.1 The City and County desire to make improvements to Peachblow Road, including resurfacing of the pavement from Glenn Parkway to S. Old State Road (the "Project").
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.
- 3 NOTICES**
- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each Party listed below:
- 3.1.1 County:
- Robert Riley, PE, PS
Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us
- 3.1.2 City:
- Jonathan Owen
Capital Project Manager
440 East William Street
Delaware, Ohio 43015
email: jowen@delawareohio.net
- 4 MANAGEMENT OF PROJECT**
- 4.1 The County, acting through the County Engineer will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Deputy City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.
- 5 ESTIMATED COSTS**
- 5.1 The estimated costs of the Project are as follows:
- | | | |
|-------|------------------------|-----------|
| 5.1.1 | Total Cost of Project: | \$239,300 |
| 5.1.2 | County Share: | \$182,900 |
| 5.1.3 | City Share: | \$ 56,400 |
- 5.2 The City and County acknowledge that the estimated costs are based on the County Engineer's opinion of probable construction costs, that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by the County Engineer.
- 6 COST PARTICIPATION**
- 6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The City shall reimburse the County for all costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the Project costs and submit an invoice to the City for the City's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice on or before March 1, 2022 contingent upon the availability of funding approved in the City's 2022 Appropriations ordinance.
- 7 PERSONNEL**
- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

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8 EQUIPMENT AND FACILITIES

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

9 RECORDS

- 9.1 The Parties agree that each shall maintain public records concerning this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section.
- 10.2 This Agreement may only be amended or terminated in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

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

12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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**COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF DELAWARE
AND
DELAWARE COUNTY
FOR RESURFACING OF STRATFORD ROAD**

This Agreement is made and entered into this 3rd day of May, 2021 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

1 AUTHORITY

1.1 This Agreement is authorized under, *inter alia*, sections 9.482, 307.15, and 715.02, and Chapter 5557, of the Revised Code.

2 PURPOSE

2.1 The City and County desire to make improvements to Stratford Road, including resurfacing of the pavement from US Route 23 to the Phaseline (the "Project").

2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

3.1 Notices served under this Agreement shall be made in writing to the representatives of each Party listed below:

3.1.1 County:

Robert Riley, PE, PS
Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 City:

Jonathan Owen
Capital Project Manager
440 East William Street
Delaware, Ohio 43015
email: jowen@delawareohio.net

4 MANAGEMENT OF PROJECT

4.1 The County, acting through the County Engineer will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Deputy City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

5.1 The estimated costs of the Project are as follows:

5.1.1	Total Cost of Project:	\$95,400
5.1.2	County Share:	\$61,100
5.1.3	City Share:	\$34,300

5.2 The City and County acknowledge that the estimated costs are based on the County Engineer's opinion of probable construction costs, that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by the County Engineer.

6 COST PARTICIPATION

6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work,

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including partial estimates.

- 6.2 The City shall reimburse the County for all costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the Project costs and submit an invoice to the City for the City's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice on or before March 1, 2022 contingent upon the availability of funding approved in the City's 2022 Appropriations ordinance.

7 PERSONNEL

- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

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

9 RECORDS

- 9.1 The Parties agree that each shall maintain public records concerning this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section.
- 10.2 This Agreement may only be amended or terminated in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

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

12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of

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interpretation shall be made to the contrary.

- 13.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

20

RESOLUTION NO. 21-365

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE/TIME FOR THE PROJECT KNOWN AS DEL-CR9-0.00 INTERSECTION IMPROVEMENTS (LIBERTY ROAD):

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

WHEREAS, Resolution No. 17-531 declared the necessity for and approved the improvement known as DEL-CR9-0.00 Intersection Improvements (the "Improvement"); and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$1,612,000.00;

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

Section 1: The plans, specifications and estimate for the project known as DEL-CR9-0.00 Intersection Improvements are hereby approved.

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, June 29, 2021, at which time they will be publicly received and read aloud, for the project known as:

DEL-CR9-0.00
Intersection Improvements

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before November 30, 2021. The estimated commencement of work date is July 12, 2021.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall

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comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
June 11, 2021

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

21

RESOLUTION NO. 21-366

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR ORANGE GRAND ESTATES AT SLATE RIDGE:

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

WHEREAS, on May 3, 2021, a Ditch Maintenance Petition for Orange Grand Estates at Slate Ridge (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Orange Grand Estates at Slate Ridge located off of Home Road and Graphics Way in Orange Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$60,843.57 for the benefit of the lot(s) being created in the subject site. The developed area of 17.8 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$3,418 per acre. An annual maintenance fee equal to 2% of this basis (\$68.36) will be collected for the developed school lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,216.81 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

22

RESOLUTION NO. 21-367

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETY FOR FOURWINDS DRIVE NORTH:

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

WHEREAS, the Engineer has reviewed the roadway construction of the road within Fourwinds Drive North (the "Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.35 mile to Township Road Number 1224, Fourwinds Drive; and

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WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1224, Fourwinds Drive, at its intersection with County Road Number 35, North 3B's & K Road; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the cash bond being held as maintenance surety to the owner, Brookdoc Investments, LLC;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the road, establishes stop conditions, approves speed limits and releases surety in accordance with the Engineer's recommendations stated herein.

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

23

RESOLUTION NO. 21-368

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPROVING THE DELAWARE COUNTY VOLUNTEER HANDBOOK:

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

WHEREAS, the Director of Administrative Services recommends approval of the Delaware County Volunteer Handbook;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Delaware County Volunteer Handbook as follows:

Delaware County Volunteer Handbook

SECTION I

DEFINITION

A Volunteer is one who enters into service of their own free will without remuneration.

PURPOSE

The purpose of this handbook is to provide overall direction to volunteers and staff involved with volunteer and management efforts. Delaware County reserves the right to change any of these guidelines.

VOLUNTEER REGISTRATION

Only registered volunteers may participate in the Volunteer Programs for Delaware County.

- All volunteers must complete a *Volunteer Application* Form during the interview process and then again each year during the month of January.
- Volunteers must be at least 18 years of age.
- Recognized organizations and individuals who participate in volunteer activities must sign and submit a *Hold Harmless Agreement* before beginning the activity, and the individuals of recognized organizations must be registered volunteers.

VOLUNTEER PROTECTION LAWS

The Federal Volunteer Protection Act of 1997 provides immunity for harm caused by the volunteer's acts or omissions if 1) the volunteer was acting within the scope of his/her responsibility at the time of act/omission, 2) the harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct or a "conscious, flagrant indifference" to the rights or safety of the individual harmed by the volunteer and 3) the harm was not caused by the operation of a motor vehicle, aircraft, or other vehicle for which an operator's license or insurance is required by the state.

State law provides civil immunity for volunteers unless the volunteer actively and knowingly participates with the action or omission of an officer, employee, trustee, or other volunteer, or if the volunteer ratifies the act or omission of another after it is done, or if the act or omission of the volunteer constitutes willful or wanton misconduct or intentionally tortuous conduct.

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Federal and state laws allow criminal records check of volunteers who work with older adults or children.

VOLUNTEER RIGHTS

Delaware County will provide information needed for successful completion of the assignment.

- Volunteers who feel they have not been given the proper amount of instruction or the information needed in order to perform the job assignment have the right to request more training and guidance.
- Volunteers have the right at anytime to request an evaluation of their service performance by contacting the volunteer coordinator.
- Volunteers have the right to express ideas and comments to any staff member regarding their service.

SECTION II

INTERVIEWING AND PLACEMENT

Interviewing potential volunteers helps determine interest and abilities of the potential volunteer and their suitability to a particular job. Volunteers will be placed in an assignment that utilizes skills, interests, abilities and experience, and will be provided with a job description of the accepted assignment.

TRAINING

Volunteers will be provided the training necessary for the volunteer to successfully fulfill the volunteer job duties to which they are assigned.

CONDUCT

Volunteers are required to maintain high standards of good behavior and efficient service in the performance of their assignments, based on reasonable standards of performance and conduct.

Volunteers must:

- follow all applicable policies and procedures as indicated in this volunteer handbook as well as applicable policies and procedures within the Delaware County Handbook and Standard Operating Procedures Manual
- be willing to be trained and guided during their time of service
- remain objective with customer and other community members when representing Delaware County as a volunteer
- be careful not to solicit political, religious or other personal opinions
- be on time
- do their best to complete all accepted assignments and if for any reason are unable to do so, to advise a program supervisor
- contact the program supervisor or department staff member, informing them of any absences (supervisor contact information will be provided).

CODE OF ETHICS

All volunteers are expected to maintain the highest ethical standards and to conduct themselves in a manner above reproach at all times following the Delaware County adopted Code of Ethics / Standard of Conduct policy.

Volunteers who have direct dealings with customers shall treat those individuals with courtesy and in a respectful manner.

Volunteers must:

- communicate any concern or questions to a staff member as soon as possible, especially on matters of personal or customer safety;
- respect all property belonging to Delaware County, special event sites, and property belonging to other volunteers, staff, and customers;

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- wear proper clothing appropriate to the assignment for health and safety practices, as approved by the program supervisor and within the adopted dress code policy.

The above list is not intended to be all inclusive.

HEALTH AND MEDICAL

On a scheduled day, volunteers who are unable to complete their assignments are requested to notify the program supervisor as soon as possible to ensure continuity of the program. Continued or prolonged absence may result in discontinuation of the assignment. In addition,

- Communicable health conditions must be reported to the program supervisor and/or volunteer coordinator before reporting for service.
- Personal injuries occurring while volunteering must be reported immediately to the program supervisor utilizing the county incident reporting form.
- Witnessing an injury or accident must be reported immediately to the program supervisor. Witness statements may also be requested and obtained through the county incident reporting form.

CONFIDENTIALITY

To the extent permitted by law, volunteers are responsible for maintaining the confidentiality of all information to which they are exposed while serving as a volunteer for Delaware County, whether this information involves a customer, the customer's family, staff member, volunteer or other person or program business.

Volunteers may not use or release information acquired as a result of their volunteer service if it is confidential by statutory provision or officially designated as confidential.

Upon leaving a voluntary position for any reason, all property of the county, including, but not limited to, all proprietary and confidential information, must be returned.

EVALUATIONS

Volunteers are assigned jobs and provided with job descriptions, and will be evaluated on their performance of their assigned job.

Evaluation on volunteer performance will be given at least once per year to maintain the most positive work environment for the volunteer, staff and clients.

TERMINATION

- Delaware County reserves the right to determine when a volunteer assignment has been completed.
- Any volunteer found to have violated any portion of the Volunteer Code of Conduct may be terminated from the volunteer program.

SECTION III

SAFETY

Delaware County has adopted methods and procedures reasonably necessary to protect the life, health, safety and welfare of the employees, volunteers and general public working in or on or frequenting county buildings and property.

It is the responsibility of all volunteers to properly use the safety equipment provided by the county and to report unsafe working conditions or practices to the program supervisor.

NON-HARASSMENT

The Delaware County does not tolerate discrimination or harassment by anyone towards the staff, volunteers, or customers. Any concern should be reported to the department director, volunteer coordinator or program supervisor immediately.

All volunteers are subject to the Discrimination Prohibited policy adopted by the Board of Commissioners. All volunteers must read and sign the applicable policy receipt form

Corrective actions will be taken against the offender if the complaint is determined to be founded, or against anyone knowingly filing a false complaint.

DRIVER ELIGIBILITY GUIDELINES

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Generally, volunteers shall not operate a county vehicle in the course of their assignment. If a documented operational need exists for a volunteer, including unpaid interns, to operate a county vehicle in the course and scope of their assignment, the volunteer, including the unpaid intern, must follow all Delaware County Motor Vehicle Use and Delaware County Self Insurance and Risk Program policies. Volunteers are not authorized to drive their own vehicle or any other type of motorized equipment in the course and scope of their county assignment. Volunteers and unpaid interns may ride as a passenger in county owned vehicles for legitimate business purposes only.

INCIDENT/ACCIDENT REPORTING

All incidents and accidents are to be reported immediately to the department director, program supervisor, or volunteer coordinator.

Incidents and accidents include:

- Injury to the volunteer or another person
- Vehicle accidents
- Damaged, lost or stolen property
- Other occurrences, no matter how minor

Volunteers are covered under Delaware County’s Self Insured Workers’ Compensation program while performing their volunteer assignment.

IDENTIFICATION OF VOLUNTEERS

Volunteers may be issued an identification card which will distinguish them as a volunteer for Delaware County.

CLOSING OF COUNTY BUILDINGS

Volunteers notified that a building or site is closed shall not report to work and shall leave the building if a closing is announced. Emergency announcements during non-working hours are broadcast on social media, television stations and radio stations throughout the area as well as through the County’s text alert notification system. If in doubt, telephone the program supervisor before attempting to travel.

SECTION IV

FORMS

1. Verification of Receipt of Volunteer Handbook
2. Delaware County Consent and Release Form (Volunteer)

VERIFICATION OF RECEIPT OF VOLUNTEER HANDBOOK

Delaware County

VERIFICATION OF RECEIPT

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE DELAWARE COUNTY *VOLUNTEER HANDBOOK* AND READ ITS CONTENTS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO COMPLY WITH THE POLICIES, PRACTICES AND RULES OF THE VOLUNTEER HANDBOOK AND APPLICABLE DELAWARE COUNTY POLICIES / PROCEDURES. I UNDERSTAND THAT THE DELAWARE COUNTY HANDBOOK AND STANDARD OPERATING PROCEDURES MANUAL FOR WHICH I AM EXPECTED TO FOLLOW ARE AVAILABLE ON THE DELAWARE COUNTY WEBSITE AT www.co.delaware.oh.us.

Volunteer Signature

Volunteer Name (Please Print)

Date

**DELAWARE COUNTY
VOLUNTEER
CONSENT AND RELEASE**

IN CONSIDERATION of being given the opportunity to participate as a volunteer in volunteer activities (hereinafter referred to as “Activity”) with Delaware County, on behalf of myself and my heirs, dependents, assigns and personal representatives, THE UNDERSIGNED:

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1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES Delaware County, its officials, and any other employees, personnel or volunteers of Delaware County (the "Releasees") from all liability to THE UNDERSIGNED for any and all losses or damages and any claims demands on account of injury to the person or property or resulting in death of THE UNDERSIGNED, whether caused by the negligence of the Releasees or otherwise while THE UNDERSIGNED is participating in the Activity;

2. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while participating in the Activity; and

3. HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY the Releasees for any liability sustained by the Releasees as a result of any negligent, willful or intentional acts of THE UNDERSIGNED, including any costs, expenses or attorney fees incurred as a result of such acts.

THE UNDERSIGNED consents to and authorizes the Releasees to photograph and/or videotape THE UNDERSIGNED while participating in the Activity. THE UNDERSIGNED waives any and all rights to such photographs and/or videotapes and waives any and all rights to privacy of the images captured on such photographs and/or videotapes.

THE UNDERSIGNED expressly agrees that the foregoing Consent and Release is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion of this Consent and Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS CAREFULLY READ AND, AFTER HAVING THE OPPORTUNITY TO DISCUSS WITH COUNSEL OF MY CHOOSING, VOLUNTARILY SIGNS THE CONSENT AND RELEASE, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature

Name (Please Print)

Date

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

24

RESOLUTION NO. 21-369

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MS CONSULTANTS, INC. FOR DESIGN SERVICES RELATED TO PROPOSED POST-AERATION IMPROVEMENTS AT THE ALUM CREEK WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with MS Consultants, Inc., for design services related to proposed post-aeration improvements at the Alum Creek Water Reclamation Facility;

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 3rd day of May, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and MS Consultants, Inc., 2221 Schrock Road, Columbus, Ohio 43229 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide professional design services associated with the planning of proposed Post-Aeration improvements at the County's Alum Creek Water Reclamation Facility (ACWRF) (the "Services").

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- 1.2 The Consultant 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 Consultant in accordance with, the following documents, by this reference made part of this Agreement:
Exhibit A - Scope of Services and Exhibit B - Fee Proposal

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 or her designee 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 Consultant, 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 Fee Proposal noted in Section 1.3.
- 4.2 Total compensation under this Agreement shall not exceed Forty Six Thousand Three Hundred Thirty-Nine dollars (\$46,339) without subsequent modification.
- 4.3 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.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served 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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Erik McPeek

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Consultant:

Name of Principal in Charge: MS Consultants, Inc., Attn: Bill Johngrass, Vice-President

Address of Firm: 2221 Schrock Road

City, State, Zip: Columbus, OH 43229

Telephone: (614) 898-7100

Email: bjohngrass@msconsultants.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer for Services performed to date in accordance with the Consultant’s Fee Schedule.

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6.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

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

7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Sanitary Engineer and shall complete the Services no later than September 30, 2021.

7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

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

9 CHANGE/ADDITIONS 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 in accordance with Section 3.1.

For any additional services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the additional services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

12.1 The Consultant 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 Consultant, 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.

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13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant 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. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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

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

Consultant 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.

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

25

RESOLUTION NO. 21-370

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC. FOR DESIGN SERVICES RELATED TO 2021 SEWER REHABILITATION ASSISTANCE:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with CDM Smith, Inc. for design services related to 2021 Sewer Rehabilitation Assistance;

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

PROFESSIONAL SERVICES AGREEMENT

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This Agreement is made and entered into this 3rd day of May, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and CDM Smith Inc., a Massachusetts corporation with offices in 445 Hutchinson Avenue, Suite 820, Columbus, Ohio 43235 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

15 SERVICES PROVIDED BY CONSULTANT

- 15.1 The Consultant will provide professional design services (the “Services”) in connection with the following “Project”:
Project Name: 2021 Sewer Rehabilitation Assistance. CDM Smith will assist the Delaware County Regional Sewer District by preparing technical specifications and final design drawings for three sewer rehabilitation locations; providing as-needed technical assistance during bidding; and providing a resident project representative for the Highmeadows area sewer rehabilitation.
- 15.2 The Consultant 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.
- 15.3 The Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Proposal for Sewer Rehabilitation Assistance dated April 22, 2021

16 SUPERVISION OF SERVICES

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

17 AGREEMENT AND MODIFICATIONS

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

18 FEES AND REIMBURSABLE EXPENSES

- 18.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 18.2 For all Services, except “If Authorized” tasks, the total compensation under this Agreement shall be on a time and materials basis not to exceed \$44,200.00.
- 18.3 For all services identified in the Fee Proposal as “If Authorized” tasks, the fee shall be the fee specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total compensation for all “If Authorized” tasks shall be on a time and materials basis not to exceed \$5,000.00
- 18.4 Total compensation under this Agreement shall not exceed \$49,200.00 without subsequent modification.
- 18.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in Exhibit A.

19 NOTICES

- 19.1 “Notices” issued under this Agreement shall be served to the parties for the attention of the individuals listed below in writing via U.S. certified mail. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Julie A. McGill, P.E.

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Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: jmcgill@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Frederic J. Smith, P.E.

Address of Firm: 445 Hutchinson Ave., Suite 820

City, State, Zip: Columbus, Ohio 43235

Telephone: (614) 847-8340

Email: smithfj@cdmsmith.com

20 PAYMENT

- 20.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 20.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 20.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 21.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the work according to the schedule in Exhibit A, assuming prompt replies to the Consultant's request for data, meetings and decisions by the DCRSD.
- 21.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 21.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant 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.

22 SUSPENSION OR TERMINATION OF AGREEMENT

- 22.1 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 22.2 In the case of termination, the Consultant 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 work performed after the date of termination.

23 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 23.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless approved in a writing signed by both Parties, in accordance with Section 3.1.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This Agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

24 OWNERSHIP

- 24.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

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24.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. Consultant shall maintain sole and exclusive ownership of any of its own intellectual property that predates this Agreement.

24.3 This section does not require unauthorized duplication of copyrighted materials.

25 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

25.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.

25.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

26 INDEMNIFICATION

26.1 The Consultant 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 Consultant, 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.

27 INSURANCE

27.1 General Liability Coverage: Consultant 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.

27.2 Automobile Liability Coverage: Consultant 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.

27.3 Workers' Compensation Coverage: Consultant 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.

27.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

27.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

27.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

28 MISCELLANEOUS TERMS AND CONDITIONS

28.1 Prohibited Interests: Consultant 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. Consultant 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.

28.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has

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been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**

- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 28.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 28.8 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.
- 28.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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.
- 28.10 Drug-Free Workplace: The Consultant 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 Consultant 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.
- 28.11 Non-Discrimination/Equal Opportunity: Consultant 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.

Consultant 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.

Consultant 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.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal

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Opportunity and will not discriminate.

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

26

RESOLUTION NO. 21-371

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certify the delinquent accounts in the amount of \$132,743.97 to the County Auditor for the 2022 real property tax list and duplicate.

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

**2022 Sewer Tax Assessments
To be certified by the Board of Commissioners on 5/3/2021**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$46,719.55
66211900-4108-11904 – Alum Creek	\$75,395.99
66211900-4108-11905 – Lower Scioto	\$1,848.34
66211900-4108-11912 - Package Plants	\$8,780.09
Total Assessments	\$132,743.97

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

27

MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

28

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Toured the Junior Fair Building on Friday. It is about 80% complete. The building will seat between 500-600 people. The building looks fantastic. The site has been tentatively held as the site of the next State of the County.

29

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- Attended a CEBCO Board strategic planning meeting on Thursday and Friday.
- Regional Planning met last Thursday.
- Gave a tour to a group of Girl Scouts on Friday afternoon
- My family rented out the Strand’s main theater this weekend to watch Frozen. Brought our own DVD to watch. They will resume first run movies in June.

Commissioner Lewis

-Brandon Feller (United Way of Delaware County President) reported that Congressman Balderson has made a

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formal request to the Capital Budget for \$750,000 in funding for a facility for United Way of Delaware to house 5-8 young adults for short term stays as transitional housing. Thank you to Congressman Balderson and all others who participated in that request.

30

RESOLUTION NO. 21-372

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

It was moved by Mr. Benton, seconded by Mrs. Lewis 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 pending or imminent litigation.

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

RESOLUTION NO. 21-373

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Attendance Commissioners' Hearing Room:

- Michael 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
- Don Rankey Jr, Delaware County Treasurer
- Robert Riley, Chief Deputy Engineer
- Lee Bodnar, County Engineer
- Jon Melvin, Director of Facilities
- Robert Anderson, Director of Job and Family Services
- Tiffany Maag, Director of Environmental Services and Regional Sewer District
- Joyce Bowens, Director of Child Support Enforcement Agency
- Tyler Lane, Delaware County Prosecutor's Office
- Doug Crew, Delaware County Treasurer's Office
- Rick Karr, Delaware County Treasurer's Office
- Jessica Bendle, Delaware County Treasurer
- Dawn Hall, Director of Finance and Operations Delaware Public Health District
- Mike Szablewski, Job and Family Services IT Specialist

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners