

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 24, 2021

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

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

1:30 P.M. Viewing For Consideration Of The Drainage Improvement Petition For Buell #542

1
RESOLUTION NO. 21-434

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 20, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 20, 2021; and

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

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

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

2
RESOLUTION NO. 21-435

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0521:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0519 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2100975	PNC Bank Regional Sewer	66211900-5300	\$50,000.00
PR Number	Vendor Name	Line Description	Line Account Amount
R2103175	IMAGE TREND INC	EMS REPORTING	10011303 - 5320 \$27,500.00
R2103176	ALADTEC INC	SOFTWARE ANNUAL FEE	
		ANNUAL TIME CLOCK & SCHEDULING	10011303 - 5320 \$9,350.00
R2103210	BUCKEYE POWER SALES CO INC	SUBSCRIPTION- GENERATOR- STATION 7	10011303 - 5450 \$23,236.00
R2103246	DELAWARE AUTO SALES LLC	FROST ROAD Repair 21-7	60111901 - 5370 \$6,642.20

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

3
RESOLUTION NO. 21-436

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JULY 1, 2021; THURSDAY JULY 8, 2021; THURSDAY JULY 15, 2021; THURSDAY JULY 22, 2021; AND THURSDAY SEPTEMBER 9, 2021:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the following Commissioners' sessions:

- Thursday July 1, 2021
- Thursday July 8, 2021
- Thursday July 15, 2021
- Thursday July 22, 2021

- Thursday September 9, 2021

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

4

RESOLUTION NO. 21-437

IN THE MATTER OF ACCEPTING THE AWARD OF THE PREA TARGETED IMPLEMENTATION PLANNING AND SUPPORT GRANT FOR THE DELAWARE COUNTY SHERIFF'S DEPARTMENT:

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

WHEREAS, the Delaware County Sheriff's Department has applied for and been awarded the PREA Targeted Implementation Planning and Support (TIPS) Program Grant (the "Grant"); and

WHEREAS, the Grant provides federal funding to assist in implementing PREA (Prison Rape Elimination Act) standards at the jail including targeted training, technical assistance and coaching, and some equipment improvements; and

WHEREAS, a local match of \$76,381.00 is required for the Grant and will be paid out of the General Fund; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2018-RP-NX-K001
Source:	Federal Government, Department of Justice
Grant Period:	From approval to July 2022
Federal Grant Amount:	\$ 76,381.00
Local Match:	<u>76,381.00</u>
Total Grant Amount:	\$152,762.00

Section 2. The Board hereby authorizes the County Administrator as the designated official to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Section 4. The Board hereby approves the Sub-Award Recipient Agreement by and between Impact Justice and Delaware County Sheriff's Office.

CFDA No: 16.751
Tax ID No: 47-336-3891
Subrecipient unique entity identifier: 232
Federal Agency ID: 1550
Prime Awardee DUNS:
079822228 Sub-Awardee
DUNS:

SUBAWARD AGREEMENT

This Sub-Award Recipient Agreement (the "Agreement") is made and entered into as of September 11, 2020 ("Effective Date") by and between Impact Justice, located at 2930 Lakeshore Avenue, Suite 300, Oakland, CA 94610 ("Organization"), and Delaware County Sheriff's Office ("Subrecipient") for Activities supported in the amount of \$76,381 and comprised of Federal funds committed to the Subrecipient by the Organization.

This project is supported by the cooperative agreement Grant No. 2018-RP-BX-K001 ("Federal Award") awarded by The Department of Justice, Bureau of Justice Assistance to Organization on August 31, 2018. This grant operates under the provisions of the Federal Cost Principle.

RECITALS

WHEREAS, Organization desires that Sub-Award Recipient ("Subrecipient") perform certain activities, Subrecipient wishes to perform such activities;

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NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in this Agreement, Organization and Subrecipient agree to the foregoing and as follows:

AGREEMENT

1. ACTIVITIES

1.1 Statement of Work. The activities supported under this Agreement (“Activities”) shall be described in detail in the Statement of Work attached hereto as Exhibit A. In the event of a conflict between any term or condition of this Agreement and the Statement of Work, the terms and conditions of the Statement of Work shall control.

1.2 Activities. Subject to the terms of this Agreement, Subrecipient shall fully perform the activities. In completing such activities, Subrecipient agrees to provide his or her own equipment, tools and other materials at his or her own expense, except as expressly stated otherwise in this Agreement or the Statement of Work. Subrecipient shall perform the activities necessary to complete the Statement of Work in a timely and professional manner. The conduct of and activities carried out by the Subrecipient shall remain in accordance with Federal statutes, regulations, and the terms and conditions of the Federal Award. Subrecipient shall consent to desk reviews, site visits, and other supervision from the Organization to ensure proper use of the Federal Award, and Organization has the right to acquire supporting documentation from Subrecipient related to the Activities at any time.

2. COMPENSATION

2.1 Fees, Charges and Expenses. Organization shall pay Subrecipient for the Activities an amount set forth in the Statement of Work. Organization shall not pay for any expenses incurred by Subrecipient unless such expenses are incurred at the request of Organization.

2.2 Taxes. Organization shall not be charged for, and Subrecipient shall not pay, any taxes based on the net or gross income of Subrecipient or taxes imposed on Subrecipient in lieu of income taxes or income tax increases, including value added taxes. Subrecipient shall be responsible for, and shall indemnify and hold Organization harmless against, all payroll and employment related taxes and withholdings for Subrecipient’s employees, Subrecipients and other personnel levied upon or attributable to the Activities and work product delivered as part of the Activities, including but not limited to, all state and federal FICA, worker’s compensation, disability and unemployment compensation insurance, and any compensation, contributions, dues, or other remuneration agreed to between Subrecipient and his or her employees, Subrecipients and other personnel or as required by law.

3. WORK PRODUCT

3.1 Ownership of Work Product. Except as otherwise set forth in a Statement of Work, Organization shall have sole and exclusive right, title and interest in and to, and use of, any and all inventions, ideas, designs, concepts, techniques, discoveries, know-how, processes and improvements, whether or not patentable, which are conceived, created, developed, produced, written or first reduced to practice during the course of Subrecipient’s performance of the Activities under this Agreement. Organization shall have sole and exclusive right, title and interest in and to, and use of, any and all copyright and moral rights in all works of authorship created by Subrecipient during the course of his or her performance under this Agreement. Subrecipient hereby specifically acknowledges and agrees that all copyrightable works of authorship created by Subrecipient under this Agreement shall be considered, “works made for hire”, as defined by the Copyright Law of the United States, and that any and all copyrights in and to such works shall, upon creation, be owned solely and exclusively by Organization. Organization shall have sole and exclusive contract, licensing, sales and distribution rights in and to the work product resulting from the Activities, without any impediments or restrictions of any kind on such rights, and all right, title and interest in and to all intellectual property rights therein and thereto, including without limitation those intellectual property rights not specified above.

4. CONFIDENTIALITY

4.1 Definition. Subrecipient agrees not to disclose the Organization’s Confidential Information without the Organization’s prior written approval. “Confidential Information” means Organization’s or its clients internal business, financial, training and marketing information, and its technical documentation or information. Confidential Information does not include information that has become publicly known through no breach by the receiving party, or information that has been (i) independently developed by the receiving party without access to the disclosing party’s Confidential Information, as evidenced in writing; (ii) rightfully received by the receiving party from a third party that had no obligation to keep it confidential; or (iii) required to be disclosed by federal or State of Ohio law, by court order, discovery or administrative or quasi-administrative process.

4.2 Non-Use, Non-Disclosure and Ownership. Subrecipient shall not use Confidential Information for any purpose other than the intended use set forth herein, and shall not disclose, disseminate or otherwise publish or communicate Confidential Information received hereunder to any person, firm, corporation or other third party without the prior written consent of Organization. Subrecipient agrees to use the same degree of care that Subrecipient uses to protect his or her own confidential information of a like nature from unauthorized disclosure, but in no event less than a reasonable degree of care. Subrecipient may disclose Confidential Information if such information is specifically required to be disclosed to comply with a court order or other government demand that has the force of law. When possible, Subrecipient must first provide reasonable notice of this request to Organization, to provide a reasonable opportunity to seek a protective order. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property right, by license or otherwise, to any Confidential Information of Organization. Subrecipient shall not, and shall not allow any party on its behalf to, copy, modify, reverse engineer or disassemble any Confidential Information. Subrecipient agrees that any violation or threatened violation of this Section shall cause irreparable injury to Organization, entitling Organization to obtain injunctive relief in addition to all legal remedies.

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5. TERM; TERMINATION

5.1 Term and Termination. Subject to Section 5.2, the term of this Agreement shall commence upon the Effective Date and continue in effect until such time as (i) all Activities are completed as set forth on the Statement of Work; or (ii) a party has provided the other party with written notice of termination.

5.2 Early Termination. Either party may, upon giving five (5) days written notice identifying specifically the basis for such notice, terminate this Agreement or the Statement of Work for breach of a material term or condition of this Agreement or the Statement of Work as the case may be, provided that the breaching party shall not have cured such breach within the five (5) day period. In the event of such termination, Organization shall pay Subrecipient for all Activities rendered and expenses incurred by Subrecipient prior to the date of termination. The parties agree that, in the event of a dispute or alleged breach under this Agreement, they shall work together in good faith to first resolve the matter internally.

6. GENERAL PROVISIONS

6.1 Governing Law; Jurisdiction. This Agreement and all matters relating to this Agreement shall be construed and controlled by the laws of the State of Ohio. The parties hereby agree that all lawsuits arising out of or related to this Agreement shall be brought in the state or federal courts located in Delaware County, Ohio, and each party hereby submits itself to the exclusive personal jurisdiction of such courts for such purpose. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.2 No Assignment by Subrecipient. This Agreement, or any of its rights or any materials provided hereunder, may not be assigned or otherwise transferred by Subrecipient to any other person or entity, whether by operation of law or otherwise, without Organization's express written consent, and any such attempted assignment shall be void and of no effect.

6.3 Notices. All notices, summons and communications related to this Agreement and sent by either party hereto shall be given in writing personally, electronic mail followed by US Mail, by US mail, or by facsimile also confirmed by US mail. Any such notice shall be deemed to have been duly given or made when delivered personally or three (3) calendar days after posting or if sent by facsimile, thirty-six (36) hours after dispatch to the party to which such notice is required to be given or made under this Agreement addressed to the principal place of business.

6.4 Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Organization for which there may be no adequate remedy at law, and Organization is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

6.5 Survival. The provisions of Sections 3, 4 and 6 shall survive termination or expiration of this Agreement and all Statements of Work.

6.6 No Agency; Independent Subrecipients. Subrecipient's relationship with Organization in connection with this Agreement shall be that of an independent Subrecipient and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Subrecipient is not the agent of Organization and is not authorized to make any representation, contract, or commitment on behalf of Organization or other otherwise bind Organization in any manner. Unless otherwise expressly provided herein, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Subrecipient and Organization any rights, remedies or other benefits under or by reason of this Agreement. Subrecipient shall hold Organization, and its officers, directors, employees, agents, representatives and affiliates, harmless against any and all liabilities, demands, suits, actions, causes of action, judgments and settlements of any kind, losses, costs, expenses, and damages from any claims by any of Subrecipient's employees, agents or Subrecipients connected with or arising out of employment with Subrecipient, demanding payment of compensation, salary, overtime payments or benefits from Organization, or purporting to establish an employment, agency or consulting relationship with Organization, or for any taxes incurred by Organization relating to any Subrecipient employee, agent or Subrecipient. Waiver. The failure of a party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any breach.

6.7 Entire Agreement. This Agreement and all Exhibits referred herein embody the entire understanding of the parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. It shall not be modified except by a written agreement signed on behalf of Subrecipient and Organization by their respective duly authorized representatives.

6.8 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both parties even though both parties do not sign the same counterpart.

EXHIBIT A

Targeted Implementation Planning and Support (TIPS) Program Addendum

Activities and Award:

Subrecipient shall undertake the TIPS program activities detailed on the attached Statement of Work and shall be reimbursed in accordance with the aforementioned special conditions and the attached budget up to \$76,381.

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Services:

Subrecipient shall provide the services detailed on the attached Statement of Work(s) and shall be reimbursed in accordance with the attached budget and budget categories.

Term:

September 11, 2020 - July 30, 2022.

Either party has the right to terminate this Statement of Work(s) upon providing written notice of termination to the other party.

Match Tracking Requirements:

Match tracking reports must be submitted to Impact Justice on a quarterly basis during the planning phase. Submitted along with the match tracking, during the planning phase, must be supporting invoices that are relevant to your dollar-for dollar match tracking. During the implementation phase, match tracking must be submitted on a monthly basis.

During the planning phase, any expenses contributing to the Subrecipient's match requirement must be tracked and submitted in the month following the *close of each quarter* as follows:

- Quarter 1 is January - March, with reporting due April 30;
- Quarter 2 is April through June with reporting due July 31;
- Quarter 3 is July through September with reporting due October 31; and
- Quarter 4 is October through December with reporting due January 31.

During the implementation phase, after the removal of the Planning Phase Restriction special condition, the Subrecipient's match requirement must be tracked and submitted *monthly*.

Subrecipients must maintain and make available documentation to IJ upon request or during monitoring visits, which clearly show the source, amount, and timing for all matched contributions, including cash and in-kind matches, and match must follow 34 U.S.C. 30305(C)(3). Documentation supporting the market value of in-kind match must be maintained in the award recipient files, as detailed in the [DOJ Financial Guide](#).

Reimbursement Process:

Invoices must be submitted using Impact Justice's match/invoice tracking template. The link is forthcoming.

During the planning phase, subrecipient must submit invoices for fees and allowable expenses *no less frequently than quarterly* if services are being performed. Invoices will be processed and the approved costs will be reimbursed when the Planning Phase Restriction special condition is removed and Subrecipient transitions to the Implementation Phase. *During the implementation phase*, subrecipient must submit invoices for fees and allowable expenses *no less frequently than monthly* if services are being performed. Invoices submitted during the implementation phase with full and complete documentation will customarily be paid within 30 days. In the event of a government shutdown or stop work order, invoice remittance may be delayed, as deemed necessary by IJ management.

Invoices submitted in either the planning or implementation phase must include the following detail:

- the approved budget presented with costs in the period and costs to date by approved budget categories
- a summary of activities completed in the period, and
- sufficient detail regarding expenses to identify the purpose of the expenditure.

Note: Subrecipient must maintain and make expense documentation available to IJ upon request or during monitoring visits. Expense documentation includes, but is not limited to, payroll records, timesheets, receipts, mileage logs to document miles traveled, and/or other documents that identify the payee, amount, and proof of payment/transaction to substantiate the reimbursable expense. All travel costs must be in accordance with Federal guidelines, such as lodging at the government rate and airfare at domestic class.

Programmatic Reporting Requirements:

The Subrecipient shall submit quarterly progress reports using the specified IJ reporting form. For the life of the subaward, progress reports must be submitted in the month following the *close of each quarter* as follows:

- Quarter 1 is January - March, with reporting due April 30;
- Quarter 2 is April through June with reporting due July 31;
- Quarter 3 is July through September with reporting due October 31; and
- Quarter 4 is October through December with reporting due January 31.

Additional Conditions:

- Subrecipient must secure and maintain insurance of such types and in such amounts, as may be necessary to protect itself, and the interests of Impact Justice, against all hazards or risks of loss.
- Subrecipient equipment expenditures may not exceed 40% of the total budget award dollar amount.
- Subrecipients must submit a budget revision approval request to IJ if the subrecipient seeks to modify the approved budget in the following circumstances:
 - The proposed cumulative change between budget categories is greater than 10% of the total award amount. The 10% rule does not apply to an award of less than \$250,000.

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- The proposed budget modification changes the scope of the project. Examples include altering the purpose of the project, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of award-supported efforts.
- A proposed budget adjustment affects a cost category that was not included in the original budget. For example, if the direct cost category “Travel” did not exist in the original budget, the adjustment to transfer funds from Equipment to Travel.
- Recipient awards additional funds. Any supplemental funds require the submission of a cumulative revised budget and cumulative revised statement of work.

Note: overages above the approved subaward total should not be incurred until an increase is officially awarded, and payment for overages will not be processed.

(Copy of agreement and exhibits on file in the Commissioners’ office and Sheriff’s office until no longer of administrative value)

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

**5
RESOLUTION NO. 21-438**

IN THE MATTER OF ESTABLISHING A NEW FUND, A NEW ORGANIZATION KEY, AND APPROVING A TRANSFER OF FUNDS, AND A SUPPLEMENTAL APPROPRIATION FOR THE SHERIFF’S OFFICE:

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

New Fund			
245		PREA Grant Fund	
New Organization Key			
24531346		PREA Grant	
Transfer of Funds			
From		To	
10011102-5801		24531346-4601	\$18,000.00
Commissioner General/Miscellaneous		PREA Grant Interfund Revenues	
Cash Transfers			
Supplemental Appropriation			
24531346-5001		PREA Grant/Compensation	\$20,000.00
24531346-5310		PREA Grant/Travel Nontaxable	\$4,000.00
24531346-5305		PREA Grant/Training	\$1,000.00
24531346-5450		PREA Grant/Equipment > 5,000	\$11,000.00

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

**6
RESOLUTION NO. 21-439**

INT THE MATTER OF APPROVING A PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF’S OFFICE AND CHEMIMAGE VEROVISION MAIL SCREENER:

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

WHEREAS, the Delaware County Sheriff and staff recommends approval of the ChemImage Verovision Purchase Agreement for the prevention of contraband and other illegal/illicit substances from being conveyed into the Delaware County Jail via mail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the ChemImage Verovision Purchase Agreement:

Terms and Conditions

These Terms and Conditions constitute a material part of the agreement between ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems (Seller) and Customer. ChemImage agrees to sell the Products to Customer provided that (i) the Products are available at the time of the order, ChemImage accepts the order, and (iii) Customer is in full compliance with the terms and conditions of this Agreement. Customer agrees to purchase the Products for use within the United States.

1. Prices. Prices are based on the products and quantity described in the quote. Any changes or deletions

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to the product, quantity, or specifications may alter the price. Seller reserves the right to alter the product and prices in the quote, subject to Customer's confirmation.

2. **Payment. Payment Terms.** Payment terms are net thirty (30) days from date of invoice ("Due Date"). ChemImage must receive payment at the "Remit To" address listed on the invoice on or before the Due Date to be considered as received on time. Customer shall pay Chem Image costs incurred in the collection of any past due account under this Agreement if so ordered by a court of competent jurisdiction in the State of Ohio. In the event Customer is delinquent in payment of any amounts to ChemImage whether or not related to this Agreement, ChemImage may, at its option, terminate this Agreement. If terminated pursuant to this section, Customer shall pay to ChemImage only the amounts due and owing for services and/or good actually provided pursuant to this Agreement.

3. **Seller offers eCommerce solutions giving customers flexible invoice and payment options.**
 - i. **Invoice Options.** Customer may choose to receive invoices
 - i. Electronically via email
 - ii. by mail
 - iii. or by email and mail
 - ii. **(b) Payment Options.** Payment to ChemImage may be made either electronically (preferred method) or by check. In the event that an electronic payment is made, Customer must include a remittance or invoice number with each transaction.

4. **Delivery. Freight terms are FOB Seller's shipping point unless otherwise specified. Notwithstanding anything in the foregoing to the contrary, Seller also charges a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice.**

(a) **Damage or Shortage in Shipment.** Seller exercises care in packing shipments. To minimize the possibility of error, all orders should be inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE DUE TO SHIPPING SHOULD BE REPORTED TO SELLER'S CUSTOMER SERVICE DEPARTMENT AT 412.241.7335 or 1-877-241-3550 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Seller may reject requests for return authorization received later than two (2) business days from Customer's receipt of the Products. Customer's cooperation in providing this information will enable Seller to expedite the necessary adjustments. Customer agrees to purchase any and all insurance necessary to indemnify it against any loss in shipping. Seller will pre-pay and add shipping charges to the initial invoice.

Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Customer and the absence of delays which are excused under Section 8 (Force Majeure). Seller shall endeavor in good faith to meet estimated delivery dates.

5. **Limited Warranties.** Seller warrants to the Customer that for a period of 1 year from the date of installation, equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation of such equipment. Services performed by Seller in connection with such equipment, such as site training and installation services relating to the equipment, shall be free from defects for a period of one year from the date of shipment. Customer agrees that the Seller must perform an annual maintenance and preventative diagnostic on the product to maintain this warranty or any extended warranty purchased by the Customer, and Customer agrees to provide Seller all requested or relevant data related to the product covered by this warranty. Warranty repair or replacement within this one-year period may cover system assemblies and subassemblies, including the system sensor head unit (SHU), cables, switches, optical train, and power module. If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Seller shall, at its sole option a) in the case of equipment, either repair or replace the equipment orb) in the case of defective services, re- perform such services. Seller may, at its sole discretion, issue a temporary system (a "loaner system") to Customer while Customer's warrantied unit is undergoing repair. Seller shall repair units within a commercially reasonable time frame subject to Seller's internal processes and availability of applicable system components and service personnel. Seller shall have the option of replacing equipment with substitute products or new, used, or refurbished replacement parts, and Customer acknowledges that parts used to repair or replace the system may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of the purchased system. Updates to software and libraries are available at no charge to Customer as long as customer is under warranty or has purchased an extended service warranty. This warranty does NOT include replacement glass for lamps, glass cleaner, light bulbs, sample analysis and investigation, or recipe development support. Such services and supplies may be purchased by Buyer from Seller, at Seller's discretion.

6. **Return Goods Policy.** Seller can accept for credit only those Products that (a) do not perform pursuant to Seller's specifications for the Products, (b) may have been damaged during transportation while

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under the care of Seller, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. In cases of Products damaged during shipments, Customer must contact Seller according to the procedures in Section 4(a) of these Terms and Conditions, and must do so within the time period specified. Customer shall contact Seller Customer Service for instructions on the return procedure to be followed.

7. Warranty shall be void due to any of the following: a) If the product has been opened, modified, altered, or repaired, except by Seller or its authorized agents, b) if the product has not been installed or maintained or used in accordance with instructions provided by Seller, including Customer's operational errors or requirements related to product placement, temperature, and environment, c) if the product has been subject to misuse, abuse, intentional physical/mechanical/electronic damage, malicious mischief, reckless handling, animal or insect infestation, accident, thermal or electrical irregularity, theft, vandalism, fire, liquid, or other peril, including, but not limited to, damages caused by war, nuclear incident, terrorism, or unexplained or mysterious disappearance, d) if the product has been damaged due to storage, containment, and/or operation outside the environmental specification of the product, e) if the product has been subject to a connection of the product to other systems, equipment, or devices or use with other software (other than software specifically provided by Seller), f) if product identification labels have been removed or altered on any part of the product or its constituent parts and accessories, or g) if the product's software has been damaged by computer viruses or other malware.

EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES OR REMEDIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE, SHALL NOT APPLY. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. REPAIR OR REPLACEMENT OF THE EQUIPMENT DURING THE APPLICABLE WARRANTY PERIOD IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BYLAW AND EXCLUDING THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS OF SELLER, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES FURNISHED UNDER THE SALES CONTRACT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF PLANT OR EQUIPMENT, EXPENSES INVOLVING INTEREST CHARGES OR COST OF CAPITAL, LOSS OF PROFITS OR REVENUES, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER.

8. Termination. Seller may terminate the performance of the work under the agreement in whole at any time, or from time to time in part, by written notice to Customer. Such notice must be received by Customer at least 30 days before the date of termination.
9. Default - Cancellation. Customer may not cancel this order, or any portion thereof, except upon written notice to Seller and upon payment to Seller of the cancellation charges specified below. Customer acknowledges that such charges have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages and the inconvenience and non-feasibility of Seller otherwise obtaining an adequate remedy.

Cancellation Notice Received Prior to Scheduled Delivery	Cancellation Charges (Percentage of Sales Price of Goods)
Less than 30 Days	50%
45 Days or More	25%

Customer may not cancel any order, or portion thereof, after shipment, Buyer may not reschedule or change any order, or portion thereof, without Seller's prior written consent.

10. Bankruptcy/Insolvency - In the event of Customer's bankruptcy or insolvency, or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, Seller may cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall be paid the cancellation charges specified in Section 6 (Default-Cancellation).

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11. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
12. Hold Harmless. Except as otherwise stated in this Agreement, each party to this Agreement agrees to be solely responsible for any negligent acts or negligent omissions by or through itself, its 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, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party
13. Assignment. Neither this order nor any rights or obligations herein may be assigned by Customer nor may Customer delegate the performance of any of its duties hereunder without Seller's prior written consent. ChemImage may not assign any rights or obligations under this Agreement without Customer's prior written consent
14. Intellectual Property.
 - i. Seller warrants that products furnished under the Sales Contract, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. Customer acknowledges and agrees that all intellectual property rights in the Products and Software and in any Seller technology, intellectual property, and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in the Seller. Customer shall not use Seller's trademark, tradename, or other indication in relation to the Product unless in accordance with Seller's instructions or prior written approval and solely for the purposes expressly specified by Seller in writing. Customer shall not have nor obtain any right, title, or interest in or to any Seller's owned trademarks, tradenames, or other indications. Customer acknowledges all rights, title, and interest of Seller in respect of and to Seller's owned trademarks, tradenames, and other indications.
 - ii. ChemImage shall defend and indemnify Customer, and its elected officials and employees, against any third party claim(s) that the software license, or its use by Customer, infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets. Customer shall notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement; provided, however, Contractor may not agree to any settlement that requires payment of Licensee or adversely impacts Licensee without Licensee's prior written approval. Licensee agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
15. Attorneys' Fees. In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel of the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion .
16. Invoices and Notices. All correspondence covering this quote must be addressed to ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems, 7325 Penn Ave., Suite 200, Pittsburgh, PA 15208. The parties agree that for any transactions subject to this quote, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this quote or any document created hereunder, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
17. Severability. In case any one or more provisions contained in this quote shall be invalid , illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
18. Notice. Any notice given under this quote shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this quote. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this quote.
19. Taxes Prices do not include any municipal, provincial, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future taxes, duties and/or tariffs that may be imposed shall be paid by Customer, or in lieu thereof, Customer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. International sales are subject to applicable transportation and import duties, licenses, and fees, or as agreed to by the purchase order.
20. Export Laws Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use and resale of products including Customer's acceptance of responsibility for the payment

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of any relevant taxes or duties, etc.

21. ITAR Compliance. Customer is advised that this purchase order may involve goods or services subject to the International Traffic in Arms Regulations (ITAR) ITAR 22 CFR , Chapter 1, Sub-Chapter M, §120-§130, the Export Administration Regulations, and other applicable U.S. export laws and regulations , as may be amended from time to time. Sale of goods may be subject to licensing requirements by the U.S. Government, and may not be resold, diverted, transferred, or otherwise be disposed of, to any other country or to any person other than the authorized end-user or consignee(s), either in their original form or after being incorporated into other end-items, without first obtaining approval from the U.S. Department of State or use of an applicable exemption. If Customer is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Customer hereby certifies that it has registered with the U.S. Department of State, Directorate of Defense Trade Controls and understands its obligations to comply with the International Traffic in Arms Regulations (ITAR) and the Department of Commerce, Export Administration Regulations (EAR). Customer shall indemnify and hold Seller harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Customer 's non-compliance with U.S. export laws.
22. Independent Contractor. ChemImage agrees by its signature below that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. ChemImage assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans , and /or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract. ChemImage and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of Sheriff or Delaware County.
23. Certification for Findings for Recovery. By signature of its representative below, ChemImage hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State
24. Certification Regarding Personal Property Taxes. ChemImage, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
25. Drafting. This Agreement shall be deemed to have been drafted by both parties.
26. Waiver. The failure of either Party to require performance by the other party of any provision of this Agreement or any Amendment or Addendum shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either Party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of any other or future breach.
27. Applicable Law. This Agreement is governed by the laws of the State of Ohio, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules.
28. Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment. This quote constitutes the entire agreement between Customer and Supplier, unless superseded by a Distribution Agreement or other Amendment or Addendum signed by both parties. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Seller and designated representative of Customer. Otherwise, this Quote may be amended or renewed only by written agreement of both parties.

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

7

RESOLUTION NO. 21-440

IN THE MATTER OF SELECTING THE THREE MOST QUALIFIED CONSTRUCTION MANAGERS AT RISK FOR THE DELAWARE COUNTY BYXBE CAMPUS DACC REDEVELOPMENT FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") received a total of five proposals from Construction Managers at Risk for the alteration of an existing building and new construction at the Byxbe Campus for Delaware County, Ohio; and

WHEREAS, section 9.334(A) of the Revised Code requires the Board to select not fewer than three construction managers at risk that it considers to be the most qualified to provide the required construction management services; and

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WHEREAS, the review committee recommends the top three most qualified firms are as follows: Gilbane Building Company; Elford, Inc.; and Granger Construction Company; and

WHEREAS, section 9.334(B) of the Revised Code requires the Board to provide each construction manager at risk selected under section 9.334(A) of the Revised Code with a description of the project, including a statement of available design detail, a description of how the guaranteed maximum price for the project shall be determined, including the estimated level of design detail upon which the guaranteed maximum price shall be based, the form of the construction management contract, and a request for a pricing proposal;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby selects Gilbane Building Company, Elford, Inc., and Granger Construction Company as the three most qualified construction managers at risk for the Delaware County Byxbe Campus DACC Redevelopment for Delaware County, Ohio, and hereby authorizes and directs the Director of Facilities to proceed with the request for pricing proposals.

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

**8
RESOLUTION NO. 21-441**

IN THE MATTER OF AUTHORIZING AND APPROVING THE CONTRACTS FOR ROADSIDE MOWING FOR 2021:

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

WHEREAS, the County Engineer recommends authorization of Alternate Bid #1 (Second Year) for the 2020-21 Roadside Mowing (North) contract with Thompson Interstate Mowing and Alternate Bid #1 (Second Year) for the 2020-21 Roadside Mowing (South) contract with Thompson Interstate Mowing pursuant to the bid awards made in Resolution No. 20-234;

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

Section 1. Alternate Bid #1 (Second Year) for the 2020-21 Roadside Mowing (North) contract is authorized to an amount not to exceed \$64,870.74, and the following contract is approved:

CONTRACT

THIS AGREEMENT is made this 24th day of May, 2021 by and between Thompson Interstate Mowing, Inc., 12978 US Highway 62, Leesburg, Ohio 45135, 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 improvements embraced in the project named “2020-2021 Roadside Mowing (North)”, 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 of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Four Thousand Eight Hundred Seventy Dollars and Seventy-Four Cents (\$64,870.74), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2021 at Sixty Thousand Eight Hundred Seventy Dollars and Seventy-Four Cents (\$60,870.74), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Four Thousand Dollars and Zero Cents (\$4000.00).

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.)

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- g. Specifications – General Provisions
- h. Federal and State Requirement

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.

Section 2: Alternate Bid #1 (Second Year) for the 2020-21 Roadside Mowing (South) contract is authorized to an amount not to exceed \$65,718.80, and the following contract is approved:

CONTRACT

THIS AGREEMENT is made this 24th day of May, 2021 by and between Thompson Interstate Mowing, Inc., 12978 US Highway 62, Leesburg, Ohio 45135, 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 improvements embraced in the project named “2020-2021 Roadside Mowing (South)”, 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 of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Five Thousand Seven Hundred Eighteen Dollars and Eighty Cents (\$65,718.80), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2021 at Sixty-One Thousand Seven Hundred Eighteen Dollars and Eighty Cents (\$61,718.80), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Four Thousand Dollars and Zero Cents (\$4000.00).

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 Requirement

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.

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

9
RESOLUTION NO. 21-442

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE PROJECT KNOWN AS DEL-CR124-8.52 – HOME ROAD EXTENSION 4A:

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

WHEREAS, the County Engineer selected the firm of HDR Engineering, Inc. (the “Consultant”) in 2014 through a qualifications-based selection process and negotiated a scope and fee for preliminary design of an extension of Home Road east of US 23, ending at Lewis Center Road at a point located about 1000 feet east of the CSX and Norfolk Southern Railroads; and

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WHEREAS, the Board approved a contract with the Consultant to perform said services by Resolution No. 14-1070; and

WHEREAS, the County Engineer negotiated a scope and fee with the Consultant to prepare a final design, construction and right of way plans, specifications and estimates for the extension of Home Road from US 23 to the future intersection of Green Meadows Drive, to be known as DEL-CR124-7.69 Home Road Extension East of US 23, Phase 2 and 3; and

WHEREAS, the Board approved Contract Modification #1 with the consultant to perform said services by Resolution No. 18-745; and

WHEREAS, the County Engineer has negotiated a scope and fee – final with the Consultant to prepare a final design for DEL-CR124-8,52, Home Road Extension Est of US-23 Modification #2 – Additional Work;

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

**ENGINEERING SERVICES AGREEMENT
(MODIFICATION #2)**

This Agreement is made and entered into this 24th 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 HDR Engineering, Inc., 2800 Corporate Exchange Drive, Suite 100, Columbus, Ohio 43231 (“Consultant”), hereinafter collectively referred to as the “Parties,” shall be known as “Modification #2” and shall modify the “Prime Agreement” approved on September 22, 2014 as follows:

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide professional design services (the “Services”) in connection with the following project:
DEL-CR124-8.52 Home Road Extension Phase 4A (the “Project”)
- 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 shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
 - 1.3.1 Scope of Services and Fee Proposal - Final: DEL-CR124: Home Road Extension East of US-23 Modification #2 – Additional Work dated May 17, 2021

2 AGREEMENT AND MODIFICATIONS

- 2.1 The Prime Agreement and any previous contract modifications between the Parties relating to the Project are listed below:
 - 2.1.1 Professional Services Contract DEL-CR124-(US23) – Home Road Extension East of US 23 dated September 22, 2014 (Resolution No. 14-1070)
 - 2.1.2 Engineering Services Agreement Modification #1 dated July 2, 2018 (Resolution No. 18-745)
- 2.2 The Prime Agreement as modified herein, and including all prior modifications 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.
- 2.3 Unless stated otherwise in the Scope of Services, all services authorized by the County under any prior agreement(s) listed above are to be completed by the Consultant prior to initiating additional Services under this Agreement.

3 FEES AND REIMBURSABLE EXPENSES

- 3.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 3.2 For all Services described in the Scope of Services and Fee Proposal for this Modification #2, except “If Authorized” tasks, the lump sum fee shall be **\$1,361,618.00**.

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- 3.3 For all Services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the County Engineer. The total fee for all "If Authorized" tasks shall not exceed **\$100,379.00**.
- 3.4 Total compensation under this Agreement, including all prior agreements listed in Section 2.1, shall not exceed **\$2,416,962.01** without subsequent modification. (\$238,930.01 [Original Contract] + \$716,035.00 [Modification #1] + \$1,461,997 [Modification #2]).
- 3.5 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 the Scope of Services.

4 AUTHORIZATION TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 4.1 The Consultant shall commence the Services upon written authorization of the Administrator and shall complete the Services no later than July 1, 2025. 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 Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

5 NOTICES

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

County Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Tiffany A. Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matt Selhorst, AICP (Client Manager)

Address of Firm: 2800 Corporate Exchange Drive, Suite 100

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-839-5770

Email: Matt.Selhorst@hdrinc.com

6 REMAINING PROVISIONS

- 6.1 All remaining terms of the Prime Agreement shall remain in full force and effect.

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

**10
RESOLUTION NO. 21-443**

IN THE MATTER OF APPROVING A CAPITAL IMPROVEMENTS PROJECT CONTRIBUTION AGREEMENT WITH THE CITY OF COLUMBUS FOR ROADWAY IMPROVEMENTS – LYRA DRIVE EXTENSION:

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

**CAPITAL IMPROVEMENTS PROJECT
CONTRIBUTION AGREEMENT
BETWEEN
CITY OF COLUMBUS,**

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**OHIO AND
DELAWARE COUNTY,
OHIO FOR
ROADWAY IMPROVEMENTS – LYRA DRIVE EXTENSION
CAPITAL IMPROVEMENT PROJECT NO. 530161-100204**

This Contribution Agreement (the “AGREEMENT”), pursuant to Ordinance No. 0829-2020, passed April 20, 2020, is made and entered into the 24th day of May, 2021 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as the CITY, and County of Delaware, Ohio, acting through its Board of County Commissioners and the County Engineer; together hereinafter designated as the PARTIES; and

WHEREAS, the CITY is engaged in a Public-Private Partnership (3P) with NP Capital Management Corp., hereinafter designated as the DEVELOPER, to facilitate the construction of certain public infrastructure improvements in the Polaris area; and WHEREAS, the Roadway Improvements – Lyra Drive Extension Project encompasses the construction of a new roadway extension within newly dedicated public rights-of-way from Lyra Drive and Costco/Cabela to East Powell Road, as described in Exhibit A hereto; and WHEREAS, a portion of the proposed public improvements will benefit the COUNTY; and WHEREAS, the COUNTY agrees to assume and bear a portion of the anticipated construction costs; and

WHEREAS, Ordinance No. 0829-2020 authorized the CITY to enter into agreement with and to accept funds from the COUNTY to support the construction of the proposed public improvements; and

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto do hereby covenant and agree, as follows:

1. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this AGREEMENT, including any and all attachments/exhibits hereto.
- B. “Contribution” means the monies contributed by the COUNTY to the CITY for the “Improvements”.
- C. “Improvements” means construction improvements described in the Contract Documents and specifically identified within Exhibit A.
- D. “Work” means the construction of the Improvements.

2. GENERAL CONSIDERATIONS: Pursuant to a separate Construction Reimbursement Agreement between the CITY and the DEVELOPER, the DEVELOPER agrees to construct, or cause to be constructed, the Improvements identified in Exhibit A. The DEVELOPER and its contractor(s) shall be responsible for complying with all applicable federal, state, and local laws.

3. CONTRIBUTION: The COUNTY shall contribute \$200,000.00 towards the cost of the Improvements described in Exhibit A. Funds in the amount stated above shall be deposited with the CITY within 30 days of the execution of this AGREEMENT. Payment shall be made out to: City Treasurer – Columbus and delivered to: Department of Public Service Office of Support Services

111 N. Front Street – 4th Floor
Columbus, Ohio 43215
Attn: Tierra Palmer, Contract Manager

The PARTIES agree that the above stated Contribution amount represents the maximum obligation to be incurred by the COUNTY pursuant to this AGREEMENT.

4. PUBLIC USE: The CITY and the COUNTY agree that the Improvements constructed pursuant to this AGREEMENT shall be dedicated for public use.

5. LEGAL JURISDICTION: All claims, counterclaims, disputes and other matters in question between the COUNTY, its agents and employees, and the CITY, its contractors, subcontractors and agents arising out of or relating to this AGREEMENT or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

6. ENTIRE AGREEMENT: This AGREEMENT shall constitute the entire agreement between the COUNTY and the CITY and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

7. COUNTERPARTS AND ACCEPTANCE: The PARTIES agree to execute this AGREEMENT in duplication in order for the CITY and the COUNTY to possess an original execution of this AGREEMENT

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for their records. Furthermore, the PARTIES may execute this AGREEMENT in one or more counterparts, which each is a duplicate original and each part, taken together, constitute a single contract instrument.

8. ADDITIONAL DOCUMENTATION: The following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:

8.1 Exhibit A: Description of Work

8.2 Exhibit B: Project Location Map

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

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RESOLUTION NO. 21-444

IN THE MATTER OF RE-APPOINTING CHRIS BAUSERMAN, DELAWARE COUNTY ENGINEER, TO THE OHIO PUBLIC WORKS COMMISSION’S DISTRICT 17 INTEGRATING COMMITTEE, AND APPOINTING MICHAEL FROMMER, COUNTY ADMINISTRATOR, AS ALTERNATE:

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

WHEREAS, pursuant to Section 164.04(A)(6) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall appoint one member to the Ohio Public Works Commission District 17 Integrating Committee; and

WHEREAS, pursuant to Section 164.04(B) of the Revised Code, the Board may appoint an alternate to its appointee to the District 17 Integrating Committee; and

WHEREAS, Chris Bauserman, Delaware County Engineer, is the Board’s current appointee;

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

Section 1. The Board hereby re-appoints Chris Bauserman, Delaware County Engineer, to the Ohio Public Works Commission District 17 Integrating Committee.

Section 2. The Board hereby appoints Michael Frommer, Delaware County Administrator, as alternate for Chris Bauserman to the Ohio Public Works Commission District 17 Integrating Committee.

Section 3. The appointments approved herein shall be effective for a term of three years, expiring on April 30, 2024.

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

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RESOLUTION NO. 21-445

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
UT21-0109	Spectrum	Heatherwae Loop	Place cable in ROW
UT21-0110	Team Fishel	E. Powell Road	Directional Bore
UT21-0111	Harris & Heavener Excavating	Peachblow Road	Place cable in ROW
UT21-0112	AEP	Miller Paul Road	Install new pole

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

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13**RESOLUTION NO. 21-446**

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE VILLAS AT OLD HARBOR WEST SECTIONS 1, 2 & 3 AND CELEBRATION KIA:

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

The Villas at Old Harbor West Sections 1, 2 & 3

WHEREAS, on May 24, 2021, a Ditch Maintenance Petition for The Villas at Old Harbor West Sections 1, 2 & 3 (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 The Villas at Old Harbor West Sections 1, 2 & 3 located off S. Old State Road in Berlin 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 \$335,903.54. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 90 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$3,732.26 per unit. An annual maintenance fee equal to 2% of this basis (\$74.65) will be collected for each developed condominium unit. 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 \$6,718.50 has been paid to Delaware County, receipt of which is hereby acknowledged.

Celebration Kia

WHEREAS, on May 24, 2021, a Ditch Maintenance Petition for Celebration Kia (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 Celebration Kia located off of Columbus Pike in Berlin 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

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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 \$36,586.69 for the benefit of the lot(s) being created in the subject site. The developed area of 7.8 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$4,690.00 per acre. An annual maintenance fee equal to 2% of this basis (\$93.81) will be collected for each developed 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 \$731.72 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

14

RESOLUTION NO. 21-447

IN THE MATTER OF APPROVING A PARTIAL DRAINAGE EASEMENT VACATION FOR OXFORD WOODS SUBDIVISION:

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

WHEREAS, the Delaware County Engineer (the “Engineer”) has received a request from Matthew A. Reeder and Tiffany L. Reeder, the owners of Lot 204 in Oxford Woods Subdivision, Brown Township, Delaware County, Ohio to vacate part of the drainage easement as recorded on the Oxford Woods Subdivision plat being on, over and across said Lot 204; and

WHEREAS, the Engineer has determined that the portion of the easement as described below which is located on, over and across said Lot 204 as depicted on the Oxford Woods Subdivision plat of record in Official Record 1756, Page 2400, Recorder’s Office, Delaware County, Ohio, is no long required, that vacating the Drainage Easement as described below across Lot 204 will allow the owner to develop the property without encroaching into the Drainage Easement, and that the remaining portion of the drainage easement across said Lot 204 of the Oxford Woods Subdivision is of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Delaware County Engineer recommends partial vacation of the Drainage Easement as described below;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the partial Drainage Easement Vacation for Lot 204 in Oxford Woods Subdivision, Brown Township, Delaware County, Ohio, described as follows:

DESCRIPTION OF 0.068 ACRE DRAINAGE EASEMENT TO BE VACATED

Situated in the State of Ohio, County of Delaware, Township of Brown, Farm Lot 5, Quarter Township 4, Township 5, Range 18, United States Military Lands, being part of Lot 204 of Oxford Woods of record in Official Record Volume 1756, Page 2400 and being stored in Plat Cabinet 5, Slide 526-526G, said Lot 204 conveyed to Matthew A. Reeder and Tiffany L. Reeder of record in Official Record Volume 1794, Page 1706, all references to records being on file in the Office of the Recorder, Delaware County, Ohio said 0.068 acre easement being more fully described herein;

BEGINNING FOR REFERENCE at the northwest corner of said Lot 204, being at the northeast corner of Lot 203 of said Oxford Woods, said Lot 203 conveyed to Brett A Bentley and Jennifer L Bentley of record in Official Record Volume 1805, Page 2694 and being on the south right-of-way line of Oxford Woods Drive:

Thence with the west line of said Lot 204 and the east line of said Lot 203 the following four (4) courses:

1. South 02°19’17” West, a distance of 28.00 feet, to a point;
2. South 43°30’01” West, a distance of 111.86 feet, to a point;
3. South 23°47’47” West, a distance of 93.37 feet, to a point;
4. South 57°08’47” West, a distance of 0.26 feet, to the **TRUE POINT OF BEGINNING**;

Thence through said Lot 204 the following ten (10) courses:

1. **South 82°37’08” East**, a distance of **23.78 feet**, to a point;
2. **South 30°19’27” East**, a distance of **33.61 feet**, to a point;

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3. **South 59°57'52" East**, a distance of **29.24 feet**, to a point;
4. **South 48°21'35" East**, a distance of **65.35 feet**, to a point;
5. **South 56°38'13" West**, a distance of **20.71 feet**, to a point;
6. **North 48°21'35" West**, a distance of **57.96 feet**, to a point;
7. **North 59°57'52" West**, a distance of **32.50 feet**, to a point;
8. **North 30°19'27" West**, a distance of **29.09 feet**, to a point;
9. **South 83°39'07" West**, a distance of **19.74 feet**, to a point;
10. **North 15°55'49" East**, a distance of **23.49 feet**, to a point on the west line of said Lot 204 and on the east line of said Lot 203;

Thence **North 57°08'47" East**, a distance of **2.25 feet**, with the west line of said Lot 204 and the east line of said Lot 203, to the **TRUE POINT OF BEGINNING**, containing 0.068 of an acre, subject to all easements and documents of record.

The bearings shown on this survey are based on the bearing of South 03°58'56" West as determined for the centerline of 3 B'S & K Road as determined by GPS observation using ODOT VRS based on NAD83 (2011) Ohio State Plane North Zone.

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

15
RESOLUTION NO. 21-448

IN THE MATTER OF APPOINTING A LOCAL GOVERNMENT REPRESENTATIVE TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Sunbury Meadows Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, the term for one seat has expired, and a new member must be appointed; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to appoint a local government representative as no applications for the Community Development Authority Board have been received during the required posting period;

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

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

Section 2. The Board of Commissioners hereby approves the appointment of the following member to the Sunbury Meadows Community Development Authority Board of Trustees for the term specified herein:

Position	Appointee	Term Ends
Local Government Representative	Heather Van Hull	August 9, 2022

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

16
RESOLUTION NO. 21-449

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IN THE MATTER OF ADOPTING A DELAWARE COUNTY FACILITY USE POLICY FOR DELAWARE COUNTY:

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

WHEREAS, the Director of Communications recommends the adoption of a Facility Use Policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Facility Use Policy:

DELAWARE COUNTY FACILITY USE POLICY

Title	Effective	Supersedes
Facility Use Policy	05/24/2021	Resolution No. 19-810, adopted 08/19/2019

1.0 Authority

The Delaware County Board of Commissioners (the “Board”) adopts this policy pursuant to sections 307.01, 307.02, and 307.03 of the Revised Code.

2.0 Purpose

The primary public purpose of Delaware County facilities, buildings, and grounds is for the necessary and efficient operation of county government offices and agencies. Access to and use of facilities, buildings, and grounds by the general public serves a secondary public purpose by meeting the needs and interests of and benefiting the Delaware County community at large through providing clean, safe, and accessible spaces for public meetings and gatherings, provided such secondary purpose does not disrupt or interfere with the primary purpose. This policy establishes procedures, regulations, and fees for permitting the general public access to and use of certain facilities, buildings, and grounds owned by and under the control of the Board.

3.0 Scope

This policy shall apply to all Delaware County facilities, buildings, and grounds owned by and under the control of the Board. Only those facilities, buildings, and grounds determined by the Board, in its sole discretion, to be amenable to the public purpose stated herein shall be available for use by the general public. Specifically, the Board finds and determines that the following facilities, buildings, and grounds are amenable to the public purpose stated herein and shall be available for use by the general public, subject to this policy: (1) conference and meeting rooms in the Historic Courthouse (Rooms 203 and 303); (2) Room 235 in the Rutherford B. Hayes Building; (3) conference room in the Frank B. Willis Building; and (4) the areas outside Delaware County buildings, including lawns, courtyards, and plazas, but not parking lots or facilities, except as used as parking for permitted events. Offices assigned to Delaware County elected officials and their employees shall not be made available for use. Access to and use of any other facilities, buildings, or grounds shall be subject to approval by the Board. Courtrooms and other areas necessary for the efficient operation of the courts of Delaware County shall not be available for use pursuant to this policy, and any request to use such facilities shall be submitted to, and subject to approval by, the applicable court or judge.

4.0 Permitted Uses

- 4.1 Speaking engagements on a matter of public concern
- 4.2 Political campaign functions or events (permitted on outside grounds only)
- 4.3 Public meetings, conferences, seminars, and symposia
- 4.4 Community-oriented programs and activities

5.0 Prohibited Uses

- 5.1 Private social functions, such as receptions or parties
- 5.2 For-profit commercial or business activities, except upon a determination by the Board that such activity serves a public purpose
- 5.3 Political events for the primary purpose of fundraising
- 5.4 Any activity that involves the following: fires; permanent attachment to structures; fireworks; firearms, concealed weapons or dangerous ordnances; or the possession, distribution, consumption, or use of drugs or alcoholic beverages
- 5.5 Illegal activities

6.0 Permit Process

- 6.1 Access to and use of Delaware County facilities, buildings, and grounds shall require a permit issued in accordance with this policy.

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- 6.2 The County Administrator shall, in consultation with the Staff Attorney and the Communications Director, develop a Delaware County Facility Use Permit Form (“Permit Form”) in accordance with this policy.
- 6.3 The Permit Form requires the person or organization seeking a permit to indemnify and hold harmless Delaware County from any losses, claims, liens, demands and causes of actions of every kind, including but not limited to judgments, penalties, and legal fees, and to provide sufficient insurance coverage to protect Delaware County.
- 6.4 Those persons or organizations that wish to obtain a permit shall complete and submit the Permit Form to the Communications Department under the Delaware County Board of Commissioners. The Permit Form is to ensure that the requested facilities are available and ready for use by the community and that the County is adequately prepared for the activity. If the request includes use of any interior room or space, then the Permit Form shall be fully completed and submitted at least ten (10) days prior to the requested use. If the request is limited to exterior spaces, then the Permit Form shall be fully completed and submitted at least three (3) days prior to the requested use.
- 6.5 If there are competing requests for the use of a facility, priority shall be given in the following order of preference:
 - 6.5.1 Delaware County sponsored programs and activities;
 - 6.5.2 Uses by other governmental entities;
 - 6.5.3 Uses by a group consisting primarily of residents of Delaware County or an organization that is headquartered in Delaware County;
 - 6.5.4 In those instances unresolved by the preceding preference, the first to make a request will be given priority.
- 6.6 For uses expressly authorized by this policy that include fewer than thirty (30) attendees, the County Administrator may grant the permit.
- 6.7 For uses that include thirty (30) or more attendees or that are not expressly authorized by this policy, the Permit Form shall be forwarded to the Delaware County Sheriff, Delaware County security personnel, and the Director of Facilities for their respective review and recommendation. Such Permit Forms shall then be submitted to the Board for its determination to grant or deny a permit.

7.0 Fees and Rules for Usage

- 7.1 Use of Delaware County facilities, buildings, and grounds outside normal business hours (Monday through Friday; 8:00 AM to 4:30 PM), on Delaware County holidays, or when the use of a Delaware County facility requires the need of security personnel or cleaning services, shall require that a fee be charged to the permit holder to cover the County’s actual expenses. The entire fee shall be paid in advance in the form of a check, payable to “Delaware County.” It shall be submitted with the Permit Form and is a condition of approval. For uses that include fewer than thirty (30) attendees, the fee shall consist of the following: (a) a flat fee of \$25.00; (b) \$50.00/hour for security personnel; and (c) a cleaning fee of \$100.00. For uses that include thirty (30) or more attendees, the minimum fee shall be a flat fee of \$125.00 plus \$50.00/hour, and the applicant shall submit an estimate of the number of attendees for review, pursuant to Section 6.7. If it is determined that the event will result in additional security or cleaning expenses, then the applicant shall be informed of the additional expenses and that an additional fee shall be required as a condition of permit approval.
- 7.2 Delaware County is not responsible for the parties attending any permitted use, and the permit holder shall assume responsibility for those in attendance.
- 7.3 Delaware County will not provide utilities for outdoor events.
- 7.4 Delaware County reserves the right to limit the number of participants and the time of the activities to protect the health, safety and welfare of the community.
- 7.5 Permit holders shall be responsible for cleaning the facility used, unless a cleaning fee is assessed pursuant to Section 7.1. All facilities shall be returned to their pre-use condition.
- 7.6 Unless otherwise arranged with Delaware County, the permit holder shall be responsible for providing all equipment necessary for the permitted use, including, but not limited to, audio/visual equipment.
- 7.7 Outdoor tents, canopies, or other structures shall be strictly temporary and shall only be secured in a non-invasive manner that complies with all applicable laws, regulations, rules, resolutions, and ordinances.
- 7.8 Signage and banners may be erected and shall be removed immediately upon termination of the use.
- 7.9 Any advertisement or distributed materials shall contain a statement as follows: “The views and beliefs expressed at this event do not necessarily reflect those of Delaware County or its elected officials.”
- 7.10 Permit holders shall be responsible for any damage suffered by Delaware County facilities during the permitted use.
- 7.11 The permit holder shall be responsible for ensuring that the use complies with all applicable laws, regulations, rules, resolutions, and ordinances.

8.0 Policy Violations

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The Board reserves the right to deny or revoke a permit to any individual or organization that the Board determines, in its sole discretion, has violated any provision of this policy.

9.0 Non-Discrimination

The Board affirms that this policy complies with and shall be administered in accordance with all applicable Federal and State laws, regulations, and rules with respect to non-discrimination. Permits shall not be denied on the basis of the applicant’s status as a member of any protected class. The use restrictions stated herein are content-neutral, and a permit shall not be denied as a result of the event’s content.

Approved 05/24/2021

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

17

RESOLUTION NO. 21-450

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE METROPOLITAN HOUSING AUTHORITY:

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

WHEREAS, in December 1988, the Delaware Metropolitan Housing Authority (the “Housing Authority”) was established, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for making one appointment to the Housing Authority, pursuant to section 3735.27 of the Revised Code; and

WHEREAS, the term for the previous Board of Commissioners’ appointee has expired, and a new member must be appointed; and

WHEREAS, Amanda Fava has applied for appointment to this seat on the Housing Authority and meets all residency requirements stipulated by section 3735.27 of the Revised Code for appointment to the Housing Authority;

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

Section 1. The Board of Commissioners hereby appoints Amanda Fava to the Housing Authority for the term ending February 22, 2026.

Section 2. The appointment approved herein shall take effect immediately upon adoption of this Resolution.

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

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RESOLUTION NO. 21-451

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Transfer of Appropriation

From:	To:	
22616108-5328	22616108-5201	\$2,660.54
Security & Accessibility Grant/Maintenance and Repair	Security & Accessibility Grant/General Supplies	
22616108-5328	22616108-5319	\$5,806.79
Security & Accessibility Grant/Maintenance and Repair	Security & Accessibility Grant/Reimbursements	

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

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RESOLUTION NO. 21-452

IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSAL DOCUMENTS AND SETTING THE DATE AND TIME TO RECEIVE PROPOSALS FROM CONTRACTORS FOR THE

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PROVISION OF COPIERS AND COPIER MAINTENANCE SERVICES FOR DELAWARE COUNTY OFFICES:

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

WHEREAS, the Delaware County Board of Commissioners desires to receive proposals from contractors for the provision of copiers and copier maintenance services for Delaware County offices;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Request for Proposal Documents from contractors for the provision of copiers and copier maintenance services for Delaware County offices are hereby approved, and the County Administrator is authorized to advertise for and receive proposals in accordance with the following Request for Proposals:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners is seeking competitive sealed proposals from contractors for the provision of copiers and copier maintenance services for county offices. Proposals will be received at the Board's Office, 91 North Sandusky Street, Delaware, Ohio 43015, until 3:00 p.m. on Friday, June 11, 2021. At that time, proposals will be opened and names of offerors only will be available upon request. One (1) signed original and five (5) copies and a .pdf copy on a USB drive are to be included. Submittals pursuant to this request will not be received after the time and date stated above. The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids.

Any proposals submitted are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. If a contract is awarded, it shall be awarded to the proposal determined to be most advantageous to Delaware County.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

End of Advertisement.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Olentangy held their drive thru graduations this weekend. Good to see things getting back closer to normal.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended a Re-Entry meeting. We received the news that Jail nurses can now administer medicine to inmates and there are Federal emergency vouchers for housing for those coming out of jail/prison.

-The Council for Older Adults is compiling a list of affordable housing for older adults.

Commissioner Benton

-Could see the vehicles lined up from US23 for Olentangy High School's graduation.

-Attended a COYC meeting last Thursday.

-Will be attending a Regional Treasury Advisory Board Meeting.

-Will be attending the retirement celebration of Mary Beth Freeman this Wednesday afternoon.

-Congrats to Phil Mickelson on his PGA Championship win this weekend.

Commissioner Merrell

-Attended a CCAO virtual meeting last Friday.

-The Olentangy Schools will have a groundbreaking ceremony this week for the new middle school.

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RESOLUTION NO. 21-453

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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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 employment; compensation of a public employee or public official.

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

RESOLUTION NO. 21-454

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 10:25/RECONVENE 1:30 PM

1:30 P.M. VIEWING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR BUELL #542

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

On December 15, 2020, Dana Buell and Others, filed a petition with the Clerk of the Delaware County Board of Commissioners requesting to: generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. In Delaware County, Berkshire and Berlin Townships, within the Buell #542 watershed and generally following, but not limited to, the course and termini of existing improvements.

For the health, safety and well-being of county residents, in response to the continued threat of COVID-19, and in accordance with orders of the Ohio Director of Health, public participation in the viewing, scheduled for Monday, May 24, 2021, at 1:30P.M. took place only by virtual means.

- 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
Jane Hawes, Director of Communications
Heather Van Hull, Communications/Legal Assistant Board of Commissioners
Robert Riley, Chief Deputy Engineer
Lee Bodnar, County Engineer Administrator
Jon Melvin, Director of Facilities
Nick Karafa, Assistant Jail Director, Delaware County Sheriff’s Office
Dean Stelzer, Chief Business Officer for Delaware County Sheriff’s Office
Bob Singer

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners