

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 12, 2021

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

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

1
RESOLUTION NO. 21-604

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 28, 2021; and

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

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

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

2
PUBLIC COMMENT
-None

3
RESOLUTION NO. 21-605

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0709:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0709 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
OH COMMERCIAL DOOR	MAINT. AND REPAIR	66211900-5328	\$5,000.00
OHIOHEALTH	CONTRACTED PROF. SERVICES	10011303-5301	\$15,000.00
VAR. CCMEP	CLIENT SERVICES	22311611-5348	\$15,000.00
Xylem	Water Reclamation	66211900-5228	\$5,000.00

PR	Vendor Name	Line Description	Line Account	Amount
R2103043	NECCO LLC	AMENDMENT PLACEMENT CARE	22511607 - 5342	\$20,000.00
R2103043	NECCO LLC	MSY 21 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103228	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION 07 2021-12 2021	22411601 - 5355	\$95,000.00
R2103279	DELAWARE COUNTY FINANCE AUTHORITY	SERVICE WORKFORCE EVENTS	22311611 - 5301	\$12,000.00
R2103281	BAIR FOUNDATION,THE	3RD AMENDMENT PLACEMENT	22511607 - 5342	\$20,000.00
R2103281	BAIR FOUNDATION,THE	MSY 2021 PLACEMENT	70161605 - 5342	\$1.00
R2103282	ADVANTAGE FAMILY	2rd AMENDMENT	22511607 -	\$25,000.00

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	OUTREACH & FOSTER CARE	PLACEMENT	5342	
R2103282	ADVANTAGE FAMILY OUTREACH & FOSTER CARE	MSY 2021 PLACEMENT	70161605 - 5342	\$1.00
R2103283	BUCKEYE RANCH INC	PLACEMENT CARE	22511607 - 5342	\$16,000.00
R2103283	BUCKEYE RANCH INC	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103284	CHRISTIAN CHILDRENS HOME OF OHIO INC	2nd AMENDMENT PLACEMENT CARE	22511607 - 5342	\$46,000.00
R2103284	CHRISTIAN CHILDRENS HOME OF OHIO INC	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103288	HEALING PATHWAYS TRANSITIONAL	3rd AMENDMENT PLACEMENT	22511607 - 5342	\$79,000.00
R2103288	HEALING PATHWAYS TRANSITIONAL	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103290	LIFE START INC	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103290	LIFE START INC	2nd AMENDMENT PLACEMENT	22511607 - 5342	\$50,000.00
R2103291	NATIONAL YOUTH ADVOCATE PROGRAM INC	3rd AMENDMENT PLACEMENT	22511607 - 5342	\$105,000.00
R2103291	NATIONAL YOUTH ADVOCATE PROGRAM INC	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103293	QUALITY CARE RESIDENTIAL HOMES INC	PLACEMENT CARE	22511607 - 5342	\$176,000.00
R2103293	QUALITY CARE RESIDENTIAL HOMES INC	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$1.00
R2103408	HITTLE HOUSE	PLACEMENT CARE	22511607 - 5342	\$1.00
R2103408	HITTLE HOUSE	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$17,000.00
R2103409	CHILDRENS HOSPITAL MEDICAL CENTER	PLACEMENT CARE	22511607 - 5342	\$1.00
R2103409	CHILDRENS HOSPITAL MEDICAL CENTER	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$14,000.00
R2103463	ENA INC	PLACEMENT CARE	22511607 - 5342	\$1.00
R2103463	ENA INC	MSY 2021 PLACEMENT CARE	70161605 - 5342	\$27,000.00
R2103491	BUCKEYE RANCH INC	MSY2021 FUNDS	70161605 - 5342	\$30,000.00
R2103492	BOARD OF DEVELOPMENTAL DISABILITIES	EI HMG 06 2021-12 2021	70161606 - 5348	\$267,154.50
R2103554	DUDE SOLUTIONS INC	SOFTWARE UPGRADE	10011105 - 5320	\$21,752.52
R2103614	SAFEBUILT OHIO LLC	OUTSOURCE INSPECTION & PLAN REVIEW SERVICES	10011301 - 5301	\$24,999.99

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R2103633	BIOMETRIC INFORMATION MANAGEMENT	WEBCHECK SYSTEM	22511607 - 5260	\$7,050.00		
R2103633	BIOMETRIC INFORMATION MANAGEMENT	24 MONTHS OF SUPPORT	22511607 - 5320	\$800.00		
R2103642	FINANCE DIRECTOR,DELAWARE CORP	EMS RUNS 2021	10011303 - 5345	\$600,000.00		
R2103656	MCNAUGHTON MCKAY INC	REPLACEMENT VFD FOR THE OECC CENTRIFUGE BOWL	66211900 - 5450	\$7,535.40		
R2103681	ENVIRONMENTAL COMFORT LLC	TOWER SITE AND 9-1-1 CENTER UPS MAINTENANCE	21411306 - 5325	\$14,211.57		
R2103701	RECYCLED SYSTEMS FURNITURE INC	CONTROL ROOM AT AC - FURNITURE UPGRADE	66211900 - 5201	\$6,067.00		
R2103728	OFFICE CITY EXPRESS INC	CARNEGIE BUILDING FURNITURE	42011438 - 5410	\$10,591.87		
R2103733	LAERDAL MEDICAL CORP	MINI ANNE PLUS KITS - PRE-HOSPITAL CARE BOARD	10011102 - 5201	\$9,945.00		
Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye

4
RESOLUTION NO. 21-606

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Treasurer’s Office is requesting approval of Treasurer Don Rankey, Jr., Rick Karr and Jessica Bendle for a travel that occurred June 14-18, 2021 for an OATP Training in Sandusky, Ohio at the cost of \$7836.00 (fund number 10014101).

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

5
RESOLUTION NO. 21-607

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF MAY 2021:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly reports for May 2021;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for May 2021.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

6
RESOLUTION NO. 21-608

IN THE MATTER OF PROCEEDING WITH THE SUBMISSION OF THE QUESTION OF LEVYING A

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RENEWAL TAX WITH A DECREASE EXCEEDING THE TEN-MILL LIMITATION FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

(R.C. §§ 5705.03, 5705.19(L), 5705.222, and 5705.25)

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

PREAMBLE

WHEREAS, on June 28, 2021, the Board of County Commissioners of Delaware County, Ohio (“Board”), approved Resolution No. 21-582, declaring the necessity to levy a tax in excess of the ten-mill limitation; and,

WHEREAS, the Delaware County Auditor (“Auditor”) has certified the following information to the Board:

1. The total current tax valuation of Delaware County is \$9,314,490,750;
2. The dollar amount of revenue that would be generated by 2.0 mill(s) is \$15,024,228.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board, at least two-thirds (2/3) of all of the members of the Board concurring, as follows:

1. The Board shall proceed with the submission of the question of the tax to the electors.
2. The rate of the tax levy, expressed in mills for each one dollar in tax valuation as estimated by the Auditor, is as follows:
 - a. 2.0 mill(s);
 - b. This rate amounts to the following for each one hundred dollars of tax valuation:
\$0.20.
3. Pursuant to R.C. § 5705.03(B)(1):
 - a. The purposes of the tax are for the operation of community programs and services authorized by county boards of developmental disabilities, and for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, said purposes being authorized by R.C. § 5705.222;
 - b. The type of levy is a renewal levy with a decrease;
 - c. The sections of the Revised Code authorizing submission of the question of the tax are R.C. §§ 5705.03, 5705.19(L), 5705.222, and 5705.25;
 - d. The term of the tax is for five (5) year period of time;
 - e. The territory where the tax is to be levied is the entire territory of Delaware County;
 - f. The date of the election at which the question of the tax shall appear on the ballot is November 2, 2021 (“Election”);
 - g. The territory where the ballot measure is to be submitted is the entire territory of Delaware County;
 - h. The tax will be first levied in tax year 2021 and collected in calendar year 2022;
 - i. The Board of Developmental Disabilities has territory only in Delaware County.
4. The Clerk of the Board is hereby directed to **certify the levy to the Board of Elections, Delaware County, Ohio (“BOE”)**. Certification shall include copies of **ALL** of the following documents:
 - a. **Resolution of Necessity** (Resolution No. 21-582 adopted on June 28, 2021; and,
 - b. **Certification of the Auditor**; and,
 - c. **Resolution to Proceed** (This Resolution).

Certification shall occur by **no later than 4:00 PM on August 4, 2021** (90 days prior to the Election).

The Clerk of the Board shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

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

**8
RESOLUTION NO 21-610**

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE VICTIMS OF CRIME GRANT:

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

Transfer of Appropriations		
From	To	
23612302-5001	23612302-5101	\$10,100.00
VOCA/Compensation	VOCA/ Health Insurance	

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

**9
RESOLUTION NO. 21-611**

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE UNION COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, REGARDING INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of a Contract between the Union County Board of Commissioners and the Delaware County Board of Commissioners, regarding inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract between the Union County Board of Commissioners and the Delaware County Board of Commissioners, regarding inmate housing:

CONTRACT FOR INMATE HOUSING

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 12th day of July, 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and Union County Board of Commissioners, 233 W. Sixth St., Marysville, OH 43040 ("Union County") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Union County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Union County desire that Delaware County provide jail services to Union County and have Union County's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Union County.

Delaware County will receive and care for, at the Delaware County Jail, 844 US Hwy 42 N Delaware, Ohio 43015, all prisoners referred by Union County for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

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Upon delivery to the Delaware County Jail by Union County of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Union County for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Union County to telephone or otherwise contact the Administrator before delivery of Union County's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Union County will also notify Delaware County of an estimated time of arrival.

Union County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Union County agrees to take reasonable steps to properly identify the inmate's biographical information including but not limited to the inmate's nationality. Union County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Union County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

Persons imprisoned by Union County or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Union County, at Union County's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Union County's prisoners outside Delaware County jurisdiction. When the destination of Union County's prisoner transportation is outside Delaware County, Union County shall arrange, at Union County's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Union County shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$83.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Union County's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Delaware County Sheriff shall prepare and submit to Union County, monthly, a statement specifying all obligations for payment required of Union County. Union County shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Union County any amount overpaid as specified in such statements within thirty (30) days after receiving notice.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of set off to Union County.

Section 6 - Care Expenses

Union County shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Union County's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Union County when the fact is known as soon as practical, without undue delay. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Union County, and Union County shall provide their own security for any and all hospitalizations

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Union County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

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Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Union County, or such other legal counsel Union County may retain, shall represent Union County in any and all habeas cases concerning this Agreement. Union County shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Union County to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Union County. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Union County's prisoners shall be paid by Union County unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 - Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases. The Union County's Sheriff and the Union County Board of County Commissioners are not liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Parties agree that under R.C. 341.18 Delaware County shall have a right of action against Union County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement. Union County shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Union County's prisoners pursuant to this Agreement.

Section 9 - Right to Refuse Prisoners

In its sole discretion, Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Union County develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to continue to keep said prisoner, Delaware County shall immediately notify Union County or Union County's Sheriff's Office and advise of the same. Upon notification provided herein, Union County shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant Union County female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Administrator, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates under the age of 18 are outside the scope of this agreement.

Section 10 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until, 31st day of July, 2024, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 11 - Miscellaneous Terms & Conditions

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

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

11.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

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

11.6 **Personnel:** The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall Delaware County's employees be considered employees of Union County within the meaning or application of any federal, state or local laws or regulations and vice versa.

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

**10
RESOLUTION NO. 21-612**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR 911:

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

Supplemental Appropriation		
21411306-5437	911/Broadband & Fiber Cable	400,415.52

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

**11
RESOLUTION NO. 21-613**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE CHILD SUPPORT ENFORCEMENT AGENCY:

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

Transfer of Appropriation		
From	To	
23711630-5450	23711630-5201	7,845.20
CSEA/Machinery, Equipment & Furniture	CSEA/General Supplies	

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

**12
RESOLUTION NO. 21-614**

IN THE MATTER OF APPROVING THE PROGRAM YEAR 2020 TARGET OF OPPORTUNITY PROGRAM CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) PROGRAM GRANT AGREEMENT B-D-20-1AT-4 WITH THE OHIO DEVELOPMENT SERVICES AGENCY:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Grant Agreement B-F-20-1AT-1:

WHEREAS, Delaware County Board of Commissioners Resolution No. 21-238 authorized the Economic Development Specialist to submit a Target of Opportunity CARES Act CDBG-CV grant application to the Ohio Development Services Agency for funding consideration; and

WHEREAS, the Ohio Development Services Agency approved the application and provided a Grant Agreement, which must be accepted before project funding can begin;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves Grant Agreement B-D-20-1AT-4 for the PY2020 Target of Opportunity Program CARES Act Community Development Block Grant CARES Act (CDBG-CV) Program Grant and authorizes the President of the Board to execute the Grant Agreement and any administrative documents in support

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thereof.

PY 2020 Target of Opportunity Program CARES Act

**State of Ohio
Community Development Block Grant CARES Act (CDBG-CV) Program
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency (the "Grantor") and Delaware County Board of Commissioners (the "Grantee") for the period June 1, 2021 to July 31, 2023.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), and Public Law 116-36 Coronavirus Aid, Relief, and Economic Security Aid (the "CARES Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development to prevent, prepare for, and respond to coronavirus and has made available a grant to the State of Ohio through Grantor.
- B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$396,900** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. **Scope of Work and Budget.** Grantee shall undertake the Project(s) as listed in **Attachment A: Scope of Work and Budget** and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A to prevent, prepare for, and respond to coronavirus, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial**

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Management Policy.

5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. **All records of the Grantee shall be maintained in accordance with** OCD 20-01: Grant Operations and Financial Management Policy.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein

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federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148**, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708**. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
- 17. Termination**
- a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
22. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the

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possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.

- 26. Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
- 27. Miscellaneous.**
- a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
 - d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
 - e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i.** In the case of Grantor, to:

**Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief**
 - ii.** In the case of Grantee, to:

**Delaware County Board of Commissioners
101 N Sandusky St
Delaware OH 43015**
 - f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.

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- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee unless approved at the time of application. However, the Grantee may subgrant for public service activities in accordance with **OCD 20-04: Use of Subrecipients for Public Services Activities**. Additional information can be found in **OCD 15-01: Responsibility for Grant Administration**.
- j. Permissible Expenses.** If “travel expenses”, as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Delaware County Board of Commissioners
Address	101 N Sandusky St Delaware OH 43015
County	Delaware
Phone	

Grant Information	
CFDA	14.228
FTI Number	31-6400065
Program	Target of Opportunity Program
Grant Number	B-D-20-1AT-4
Grant Award	\$396,900

Grant Dates	
Award Date	June 1, 2021
Work Completion Date	May 31, 2023
Final Draw Date	June 30, 2023
Final Report Due	July 31, 2023

Project Description

Delaware County requests \$396,900 to assist with housing information and legal services for Low-to-Moderate Income (LMI) families within Delaware County. Due to the COVID-19 pandemic, families have been struggling to pay rent and there has been an increase in evictions. Delaware County will partner with United Way of Delaware County to hire three staff members to respond to this increase. One member will serve as an administrative assistant to manage all of the long-term assistance programs; one member will serve as a case manager to assist with the intake of clients through the emergency rental assistance program in the Delaware County; and one member will be a legal counsel who will offer legal advice and dispute eviction cases for clients. It is estimated that 83,600 people are LMI in Delaware County and could be assisted through this grant. These staff members will assist LMI families that must be income-qualified.

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Source of Funds			
Provider	Amount	Fund Category	Fund Type
Grant Funds	\$396,900		

Awarded Program Budget				
Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
1-Administration/ 1-GeneralAdmin	\$36,000	\$36,000	\$0	
2-COVID-19 Relief Staff/ 1-Public Services	\$360,900	\$360,900	\$0	
Total Awarded:	\$396,900	\$396,900	\$0	

Program Data			
Project Name	Beneficiaries	LMI Percent	National Objective
2 - COVID-19 Relief Staff	83,600	100.00 %	Limited Clientele (LMC)

Program Outcomes			
Project/Activity Name	Units	Presumed Class	Outcomes
COVID-19 Relief Staff		Requires documentation of income and family size to document at least 51% of the clientele are LMI	The objective of this activity is to contract three staff members in partnership with United Way of Delaware County. One (1) member will serve as an administrative assistant to help manage all of the long-term assistance programs United Way administers such as the Housing Alliance, Hunger Alliance, etc. One (1) member will serve as a case manager to assist with the intake of clients through the emergency rental assistance program in the County ran by United Way. One (1) member will be a legal counsel who will offer legal advice and dispute eviction cases for clients as well as educate and advocate long-term housing reform. These positions will serve for 2 years or the full duration of the grant, whichever one comes first.

Service Area			
Project Name	County	Census Tract Number/ Benefiting Jurisdiction	Block Group Number
2-COVID-19 Relief Staff	Delaware	Delaware County	All

Attachment B: Program Requirements

Community Development Block Grant CARES Act (CDBG-CV)

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. With prior Grantor approval, Grantee may request reimbursement for certain public services activities. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by the Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification for all funded activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning within three months of the Agreement issuance date. Grantor will provide written notification if Grantee fails to meet this deadline. Failure to meet this deadline may reduce the likelihood Grantor will approve any request for extension or amendment of the Agreement. Failure to meet this deadline will also affect the Grantee's administrative capacity rating, which may impact the Grantee's ability to

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apply successfully for competitive OCD- funded programs.

3. Eligible Costs.

- a. Expenditures may only be made for those activities contained in the Scope of Work. Inno case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. All activities must prepare for, prevent, and respond to coronavirus. The current State of Ohio Consolidated Plan can be found on the Ohio Development Services Agency (Development) website here: http://development.ohio.gov/cs/cs_ocp.htm.
- b. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan canbe found on the Development website here: http://development.ohio.gov/cs/cs_ocp.htm. Additional information found in **OCD Program Policy 20-01: Grant Operations and Financial Management Policy**.
- c. The costs of preparing the application and environmental review may be incurred beforethe date of Grant Agreement execution.

4. Duplication of Benefits. Recipients of CDBG-CV funds must implement procedures to prevent any Duplication of Benefits (DOB) as required by section 312 of the Stafford Act, as amended bysection 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42U.S.C. 5121 et seq.). Additional information found in OCD Program Policy 20-05: CDBG-CVDuplication of Benefits Policy and Procedures.

5. Program Income. Any program income resulting from expenditures of CDBG-CV funds must bereturned to the State of Ohio within 30 days of receipt by the Grantee.

6. Project Completion Requirements. All projects, as identified in the Scope of Work, must be completed, i.e., work finished, by **May 31, 2023**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than**May 31, 2023**.

7. Drawdown Requests. All drawdown requests from Grantee for the Grant Funds under thisAgreement must be received by Grantor by **June 30, 2023**.

8. Closeout Requirements.

- a. Final Performance Reports for Grantee's program, as described in ReportingRequirements, must be submitted to Grantor by **July 31, 2023**.
- b. Audit reports must be submitted according to the timeframes and procedures set inReporting Requirements.

9. Job Documentation. In order to meet the national objective of the CDBG Program, at least 51 percent of the jobs created and/or retained by the project must be taken by or made available to persons of LMI households. CDBG-funded activities that result in the creation or retention of jobs must obtain appropriate documentation from the assisted business(es). The business may utilize the Workforce Innovation and Opportunity Act (WIOA) Program to obtain a certification from that agency that a minimum of 51% of thejobs created were for persons of low- and moderate-income households.

If WIOA is not utilized, the business(es) must maintain the following data on each employeehired and each individual interviewed for a job:

1. Name and address of the person;
2. Household size of the person
3. Household income of the person (this should be done as an over/below answer relatingto the median family income for each family size) and
4. Employee signature.

This information, in either form, must be available in the sponsoring community's program file asproof that the CDBG National Objective was met.

If 51 percent of the jobs created and/or retained are not taken by persons of LMI households, the business agrees to document that at least 51 percent of the jobs created and/or retained

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were made available to persons of LMI households. The business must demonstrate that the number of LMI persons interviewed is at least 51 percent of three (3) times the total number of jobs committed to be created. Additionally, 24 CFR 570.208(a)(4)(iii) states that for a job to be considered available to an LMI individual, it must meet the following criteria:

- a. Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
- b. The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

All jobs, to be created and/or retained, as identified in the Scope of Work, must be documented no later than 24 months after the project completion date of May 31, 2023.

- 10. Clearance, Conversion, Or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD Technical Assistance website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);
2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
3. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

- 11. Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

Emergency home repair activities must meet the definition of "emergency" as included in the Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

- 12. Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR 35.130** and get a receipt from the occupant that they have received the pamphlet.

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- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee, and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
- g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1. That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3. That the contractor:
 - a. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - b. Shall provide such documentation to Grantor personnel upon request.
 - 4. That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
 - 5. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner. That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
 - 6. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

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13. **Financing Structure.** The Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A: Scope of Work and Budget. Modification to the financing structure may affect the grant award to the Grantee.
14. **Revolving Loan Funds.** The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Target of Opportunity Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.
15. **Universal Identifier and System for Award Management.** As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Information on registration is available at www.sam.gov.

Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a quarterly Status Report in OCEAN.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in **2 CFR 200**.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per **2 CFR 200.334**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.
5. It will certify that it will comply with section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)**, and implementing regulations at **24 CFR part 135**.

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6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **§570.486** and **42 U.S. Code § 5304**.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all or part of special assessments levied against a property when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)**, **the Fair Housing Act (42 U.S.C. 3601-3619)** and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R**.
12. It will comply with all applicable laws.
13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors

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violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of “federally assisted construction contract” in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, “Equal Employment Opportunity” (**30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339**), as amended by **Executive Order 11375**, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at **41 CFR part 60**, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). **Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

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- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. See **§200.323** Procurement of recovered materials.
- k. See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- l. See §200.322 Domestic preferences for procurements.

Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate- income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes

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of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).

5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).
6. The chief executive officer of the unit of general local government certifies, to the best of his other knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

13

RESOLUTION NO. 21-615

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS AND A SUPPLEMENTAL APPROPRIATION FOR ADULT COURT SERVICES:

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

Advance of Funds

10011102-8500	25422301-8400	18,000.00
Commissioners General/Advance Out	CBCG Intensive Supervision/Advance In	

Supplemental Appropriation

25422301-5330	CBCG Intensive Supervision/Communication Services	460.00
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Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

14

RESOLUTION NO. 21-616

IN THE MATTER OF RANKING FOR THE BEST VALUE OF 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 selected Gilbane Building Company, Elford, Inc., and Granger Construction Company as the three most qualified construction managers at risk for the alteration of an existing building and new construction at the Byxbe Campus for Delaware County, Ohio, and received pricing

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proposals from each; and

WHEREAS, section 9.334(E) of the Ohio Revised Code requires after evaluating the pricing proposals, the public authority shall rank the selected construction managers at risk based on its evaluation of the value of each pricing proposal, with such evaluation considering the proposed cost and qualifications; and

WHEREAS, the review committee evaluated the pricing proposals, qualifications, and the scope and nature of the proposed services and potential technical approaches recommends the top three most qualified firms be ranked for the best value; 1 – Gilbane, 2 – Elford, Inc., and 3 – Granger;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby ranks the three most qualified construction managers at risk for the best value as 1 – Gilbane, 2 – Elford, Inc., and 3 – Granger, for the alteration of an existing building and new construction at the Byxbe Campus for Delaware County, Ohio, and hereby authorizes and directs the Director of Facilities to proceed with the contract negotiations with the firm ranked the best value.

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

15

RESOLUTION 21-617

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH OHIO CAT POWER SYSTEMS FOR MAINTENANCE, REPAIR AND TESTING SERVICES FOR THE AUTOMATED GENERATOR SYSTEM AT THE LOWER SCIOTO WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Ohio CAT Power Systems for Maintenance, Repair and Testing Services for the automated generator system at the Lower Scioto Water Reclamation Facility;

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

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into on July 12th, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Ohio CAT Power Systems, 5232 Walcutt Court, Columbus, Ohio 43228 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide maintenance, repair and testing services for various components of the Automated Generator system at the Lower Scioto Water Reclamation Facility (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are described in and shall be rendered by the Contractor in accordance with the Contractor’s Estimate No: 1447045-1, referred to herein as *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

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4 FEES AND REIMBURSABLE EXPENSES

- 4.1 The fee for the Services shall be as set forth in Exhibit A.
- 4.2 Total compensation under this Agreement shall not exceed \$38,578 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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

County: Delaware County Regional Sewer District

Name: Erik McPeek

Address: 50 Channing Street, Delaware, OH. 43015

Telephone: 740-833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal: Babak Lotfi

Address of Firm: 5232 Walcutt Court (branch address)

City, State, Zip: Columbus, Ohio 43228

Telephone: 614-851-3569 Mobile: 614-580-4346

Email: blotfi@ohiocat.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Article 4 of this Agreement and *Exhibit A*.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

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9 CHANGE IN SCOPE OF SERVICES

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

10 INDEMNIFICATION

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

11 INSURANCE

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

12 MISCELLANEOUS TERMS AND CONDITIONS

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

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

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

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

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

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

- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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

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

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

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

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

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

16

RESOLUTION NO. 21-618

IN THE MATTER OF APPROVING THE REPAYMENT OF AN ADVANCE OF FUNDS FROM GENERAL FUND DOLLARS FOR THE YEAR 2021, APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS:

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

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WHEREAS, the general fund advanced \$666,328.30 to the S Old State Road Improvement fund; and

WHEREAS, the grant is completed and the grant monies are available to repay the general fund a part of the advance;

NOW, THEREFORE, BE IT RESOLVED, to repay the General Fund \$370,107.06 and reclassify the amount of \$296,221.24 as a transfer of funds:

Repayment of Prior Year Advance

From	To	
29440431-8501	10040421-8401	370,107.06
S Old State Rd Improvement/Prior Year Advances Out	Road & Bridge Projects/Prior Year Advances In	

Supplemental Appropriation

10040421-5801	Road & Bridge Projects/Miscellaneous Cash Transfer	296,221.24
29440443-5801	Smothers Rd/Miscellaneous Cash Transfer	361,891.00
29440437-5801	Sunbury Rd/Miscellaneous Cash Transfer	8,216.06

Transfer of Funds

From	To	
29440443-5801	29440431-4601	361,891.00
Smothers Rd/Miscellaneous Cash Transfer	S Old State Rd Improvement/Interfund Revenues	
29440437-5801	29440431-4601	8,216.06
Sunbury Rd/Miscellaneous Cash Transfer	S Old State Rd Improvement/Interfund Revenues	

Reclassify Advance to Transfer

From	To	
29440431-8501	10040421-8401	296,221.24
S Old State Rd Improvement/Prior Year Advances Out	Road & Bridge Projects/Prior Year Advances In	
10040421-5801	29440431-4601	296,221.24
Road & Bridge Projects/Miscellaneous Cash Transfer	S Old State Rd Improvement/Interfund Revenues	

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

17

RESOLUTION NO. 21-619

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH WEST ERIE REALTY SOLUTIONS, LTD., FOR US 36/CARTER’S CORNERS/DOMIGAN ROAD INTERSECTION IMPROVEMENTS:

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

WHEREAS, the Board declared the necessity for improvements to US 36/Carter’s Corners/Domigan Road Intersection under Resolution No. 20-541; and

WHEREAS, right-of-way acquisition is required for this project; and

WHEREAS, the County Engineer recommends approval of a Right-of-Way Acquisition Services Agreement with West Erie Realty Solutions, Ltd.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio approves the following Right-of-Way Services Agreement with West Erie Realty Solutions, Ltd., for the project known as US 36/Carter’s Corners/Domigan Road Intersection Improvements:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into this 12th day of July, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and West Erie Realty Solutions, Ltd., 485 Metro Place South, Suite 475, Dublin, Ohio 43017 (“Consultant”), hereinafter collectively referred to as the “Parties.”

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1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide right-of-way acquisition services in connection with the County's road improvement project on DEL-CR-36-19.93 (the "Services").
- 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 Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
ROW Acquisition Services / DEL-36-19.93 Acquisition Services Cost Proposal dated 6-21-2021 (the "Cost Proposal").

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Cost Proposal noted in Section 1.3.
- 4.2 For all task order requests made by the County Engineer, the Consultant shall prepare a proposal to complete the requested services as detailed in the task order. The County Engineer shall issue written approval of any task order proposal made by the Consultant in the form of a Notice to Proceed prior to the Consultant initiating work under the task order.
- 4.3 Total compensation under this Agreement shall not exceed Thirty One Thousand Nine Hundred Fifty Dollars and Zero Cents (\$31,950.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served by U.S. certified mail to the persons 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: Ryan J. Mraz, B.S.C.E.
Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2440

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Greg Vriezelaar

Address of Firm: 485 Metro Place South, Suite 475

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City, State, Zip: Dublin, Ohio 43017
 Telephone: 614-467-0901
 Project Contact Email: www.WestErieRealty.com

6 PAYMENT

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

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon the Notice to Proceed ("Authorization") from the County Engineer and shall complete the Services on or before September 1, 2021
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or

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destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have

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waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

18

RESOLUTION NO. 21-620

IN THE MATTER OF ACCEPTING THE ROAD, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE SURETY FOR OXFORD WOODS:

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

WHEREAS, the Engineer has reviewed the roadway construction of the Road within Oxford Woods (the “Subdivision”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- Oxford Woods Drive, to be known as Township Road Number 1783; and

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

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

- On Township Road Number 1783, Oxford Woods Drive, at its intersection with County Road Number 35, North 3B's & K Road; and

WHEREAS, the Engineer requests approval to return the cash surety being held as maintenance surety to the owner, Principle Real Estate Development;

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

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

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RESOLUTION NO. 21-621

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR KURTZ BROTHERS DELAWARE SITE:

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

WHEREAS, on July 12, 2021, a Ditch Maintenance Petition for Kurtz Brothers Delaware Site (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 Kurtz Brothers Delaware Site located off of Section Line Road in Delaware 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 \$33,666.57 for the benefit of the lot(s) being created in the subject site. The developed area of 10 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$67.33 per acre. An annual maintenance fee equal to 2% of this basis (\$67.33) 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 \$673.30 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

20

RESOLUTION NO. 21-622

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR COTTAGES OF NORTHLAKE WOODS NORTH, A RESUBDIVISION OF LOT 1217 OF FOURWINDS DRIVE SECTION 2; GARRABRANT CAD; THE VILLAS AT OLD HARBOR EAST; THE VILLAS AT OLD HARBOR WEST SECTION 1; AND PIATT PRESERVE SECTION 1, PHASE A:

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

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Cottages at Northlake Woods North, a Resubdivision of Lot 1217 of Fourwinds Drive Section 2

WHEREAS, Schottenstein Homes, LLC, has submitted the Plat of Subdivision (“Plat”) for Cottages of Northlake Woods North, a Resubdivision of Lot 1217 of Fourwinds Drive North, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 28, 2021; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 1, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 7, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 14, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 25, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Cottages at Northlake Woods North, a Resubdivision of Lot 117 of Fourwinds Drive Section 2:

Cottages at Northlake Woods North, a Resubdivision of Lot 117 of Fourwinds Drive Section 2.

Situated in the State of Ohio, County of Delaware, Townships of Berlin and Berkshire, Farm Lot 3, Section 2, Township 4, Range 17 & Farm Lot 3, Section 1, Township 4, Range 18, United States Military Lands, being all of the Lot 1217 (7.572 acres) as delineated on the plat entitled Plat of Cottages at Northlake Woods North, a resubdivision of Lot 1217 of Fourwinds Drive Section 2 of Record in Plat Cabinet 4, Slide 53, being of record in the Recorder’s Office, Delaware County, Ohio Cost: \$111

Garrabrant CAD

WHEREAS, Tamara McGinnis, Executor for the Sella J. Garrabrant Trust Dated September 22, 2016 has submitted the Plat of Subdivision (“Plat”) for Garrabrant CAD including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Harlem Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 28, 2021; and

WHEREAS, the Delaware County General Health District has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 26, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 2, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 7, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 14, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 25, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Garrabrant CAD:

Garrabrant CAD

Situate in Lot 15, Quarter Township 4, Township 3, Range 16, U.S.M. Lands being a subdivision of 15.0484 total acres of the lands of Stella J. Garrabrant, as recorded in OR Vol 446, Page 219 of the Delaware County Ohio Deed Records on file in Delaware, Ohio. Cost: \$15

The Villas at Old Harbor East

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MINUTES FROM REGULAR MEETING HELD JULY 12, 2021**

WHEREAS, Romanelli and Hughes Building Company has submitted the Plat of Subdivision (“Plat”) for The Villas at Old Harbor East, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 26, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 26, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 7, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 14, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 25, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Villas at Old Harbor East:

The Villas at Old Harbor East

Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Farm Lot 2, Section 4, Township 4, Range 18, United States Military Lands, containing 16.237 acres, said 16.237 acres being all of a 3.130 acre tract as conveyed to Romanelli and Hughes Building Company, its successors and assigns forever, and the remainder of an 18.5 acre tract as conveyed to Romanelli and Hughes Building Company in Official Record 1687, Page 2133, Delaware County Recorder’s Office. Cost: \$150.

The Villas at Old Harbor West Section 1

WHEREAS, Old Harbor West, LLC, has submitted the Plat of Subdivision (“Plat”) for The Villas at Old Harbor West Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 26, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 26, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 7, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 14, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 25, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Villas at Old Harbor West Section 1:

The Villas at Old Harbor West Section 1

Situated in the State of Ohio, County of Delaware, Township of Berlin, lying in Farm Lot 2, Section 4, Range 18, United States Military District, containing 16.285 acres, said 16.285 acres being a part of the remainder of a 10-30.5/160 acre tract of land as conveyed to 3 Pillar Homes Villas at Old Harbor West, LLC in Official Record 1748 , Page 1235 and part of a 18.156 acre as conveyed to 3 Pillar Homes Villas at Old Harbor West, LLC in Official Record 1764, Page 1040, Delaware County Recorder’s Office. Cost: \$93.

Piatt Preserve Section 1, Phase A

WHEREAS, D.R. Horton has submitted the Plat of Subdivision (“Plat”) for Piatt Preserve Section 1, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

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WHEREAS, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 10, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on June 10, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 14, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 14, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on June 25, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Piatt Preserve Section 1, Phase A:

Piatt Preserve Section 1, Phase A

Situated in the Township of Berlin, and being a part of Farm Lot 23 and Farm Lot 24, Section 3, Township 4N, Range 18W, County of Delaware, State of Ohio, United States Military Lands, and being 9.924 acres, being 8.973 acres out of a 10.116 acre parcel, and being 0.951 acres out of a 26.056 acre parcel conveyed to D.R. Horton – Indiana, LLC, a Delaware Limited Liability Company by deeds of record in O.R. 1648, PG 887-897, all references to records being on file in the Office of the Recorder, Delaware County, Ohio. Cost: \$36.

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

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RESOLUTION NO. 21-623

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR SHEETZ – SELDOM SEEN ROAD/SAWMILL PARKWAY IMPROVEMENTS:

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

WHEREAS, the Engineer recommends approval of the Owner’s Agreement for Sheetz – Seldom Seen Road/Sawmill Parkway Improvements;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners approves the Owner’s Agreement for Sheetz – Seldom Seen Road/Sawmill Parkway Improvements as follows:

**OWNER’S AGREEMENT
JOB NUMBER 21040**

THIS AGREEMENT made and entered into this 12th day of July, 2021 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **SELDOM SEEN SAWMILL, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan dated April 12, 2021, entitled **SHEETZ - SELDOM SEEN ROAD/SAWMILL PARKWAY IMPROVEMENTS** which was approved on April 20, 2021, by the **County Engineer**, with project number 300-895, hereinafter called the “**Plan**”, is governed by the following considerations to wit:

- 1) The **OWNER** is constructing a development known as Sheetz – Seldom Seen Road/Sawmill Parkway (the “Development”), which will require certain public improvements as shown and set forth to be performed and completed on the **Plan** (the “Improvements”). The Development will also require certain other public improvements to Seldom Seen Road/Sawmill Parkway, or other roadways in the vicinity of the Development, which will be constructed by the **COUNTY** (the “County-Constructed Improvements”) and for which the **OWNER** shall be required to make a contribution in lieu of construction.
- 2) The **OWNER** is to construct, install or otherwise make all of the Improvements in accordance with the **Plan**.
- 3) The **OWNER** shall pay the entire cost and expense of the Improvements.
- 4) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THREE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$326,700)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the Improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**”

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and current “Subdivision Regulations of Delaware County, Ohio”. Said financial warranty will be released and returned to the OWNER within thirty (30) days after acceptance of the Improvements by the COUNTY.

- 5) Before beginning construction of the Improvements, the OWNER shall deposit inspection fees in the amount of **TWENTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$24,200)** estimated to be necessary to pay the cost of inspection by the **County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the OWNER shall deposit into the fund an amount as reasonably agreed to by the parties to be the estimated amount of the remaining inspection fees to the County Engineer. Upon completion of the project and acceptance of the Improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the OWNER.
- 6) Before beginning construction of the Improvements, the OWNER shall also pay to the COUNTY One Hundred Thirty-Six Thousand Dollars (\$136,000), mutually agreed to be the OWNER’s proportional share of, and contribution in lieu of construction toward, the cost of the County-Constructed Improvements. The OWNER agrees that this contribution may be used by the COUNTY for the County-Constructed Improvements that the COUNTY determines, in its sole discretion, will benefit the Development. If the OWNER does not make the contribution required in this Section before beginning construction of the Improvements, then the OWNER shall provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Thirty-Six Thousand Dollars (\$136,000), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of the OWNER’s obligation to contribute to the County-Constructed Improvements. The financial warranty will be released and returned to the OWNER within thirty (30) days after receipt of the contribution required in this Section.
- 7) The OWNER is to complete all construction of the Improvements to the satisfaction of the COUNTY **no later than December 31, 2023**, and will receive an approval letter from the **County Engineer** as evidence of the OWNER’S release from responsibility to said project.
- 8) The OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the Improvements.
- 9) The OWNER will at all times during the construction of the Improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 10) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the Improvements.
- 11) If the OWNER should become unable to carry out the provisions of this **AGREEMENT**, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 12) Upon approval and acceptance of the Improvements, the original copy of the **PLAN** shall become the property of the COUNTY and shall be filed in the office of the **County Engineer**.
- 13) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the OWNER or his agent the right and privilege to make the Improvements stipulated herein.

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

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RESOLUTION NO. 21-624

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF FUNDS:

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

Supplemental Appropriation

10011102-5801	Commissioners General/Interfund Cash Transfer	912,000.00
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Transfer of Funds

From:	To:	
10011102-5801	41711436-4601	146,000.00
Commissioners General/Interfund Cash Transfer	Capital Acquisitions & Project/Interfund Revenues	

Supplemental Appropriation

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Section 1. The Board hereby approves the 2022 budget for the Delaware County Veterans Service Commission, as follows:

Expenses

5001	Salaries	\$495,000.00
5004	Overtime	\$5,000.00
500	Total	\$500,000.00

5101	Health Insurance	\$135,000.00
5102	Workers Comp	\$5,000.00
5120	OPERS	\$70,000.00
5131	Medicare	\$7,250.00
510	Total	\$217,250.00

5201	Gen Supplies & Equip <1000	\$30,000.00
5224	Uniforms and Clothing	\$3,000.00
5228	Maint & Repair Supply	\$1,000.00
5250	Minor tools, equip <\$1000	\$1,000.00
5260	Inv Tools 1000-4999	\$1,000.00
5294	Food Supplies	\$12,000.00
520	Total	\$48,000.00

5301	Contracted Prof Services	\$30,000.00
5305	Training	\$3,000.00
5308	Membership	\$1,000.00
5309	Travel Mileage Reimbursement	\$10,000.00
5310	Travel Nontaxable	\$6,000.00
5311	Taxable Travel Reimbursement	\$300.00
5312	Advertising & Legal Notices	\$90,000.00
5313	Printing	\$3,000.00
5316	Application/License Fees	\$1,000.00
5317	Public Relations & Promotions	\$20,000.00
5320	Software and Computer	\$4,000.00
5325	Maint Contracts & Agreements	\$750.00
5328	Maint/Repair	\$2,000.00
5330	Communication Services	\$500.00
5331	Postal/Freight	\$1,000.00
5332	Cell	\$5,000.00
5335	Rental	\$6,000.00
5348	Client Services	\$150,000.00
5355	Transportation Services	\$50,000.00
5360	Court Related Services	\$55,000.00
5381	Catering Services	\$8,000.00
530	Total	\$446,550.00

5400	Capital	\$85,000.00
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Total **\$1,296,800.00**

Section 2. The Board hereby authorizes and directs the Delaware County Auditor to make the necessary levy, pursuant to section 5901.11 of the Revised Code, in the amount of 0.14 mills per dollar on the assessed value of the property of the county, to raise the amount approved in Section 1 hereof.

Section 3. The Board hereby directs the Clerk of the Board to certify this Resolution to the Delaware County

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Auditor and the Delaware County Veterans Service Commission.

Section 4. It is found and determined that all formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of this Board resulting in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 5. This Resolution shall be effective immediately upon adoption.

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

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended an event at Henmick Farm & Brewery Friday evening.

Commissioner Benton

- Attended the event at the Henmick Farm & Brewery.
- The Budget Bill that was passed on June 29th also included language that stopped most of electronic meeting.
- Field House USA had their Grand Opening on Friday. They are located in the Polaris Mall.
- Attended the Genoa Township Business Association meeting where the speaker was Jill Love (Galena's mayor).
- CEBCO will meet on Wednesday
- The TID will meet on Wednesday
- The Legislative Update will happen on Friday.

Commissioner Merrell

-Attended the event at the Henmick Farm & Brewery.

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RESOLUTION NO. 21-627

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISMISSAL; DISCIPLINE; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of dismissal; discipline; compensation of a public employee or public official; to consider the purchase of property for public purposes; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 21-628

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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Gary Merrell

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners