

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 19, 2021

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

**Present:**  
Barb Lewis, Vice President  
Jeff Benton, Commissioner

**Absent:**  
Gary Merrell, President

**1**  
RESOLUTION NO. 21-629

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 12, 2021:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 12, 2021; and

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

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

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

**2**  
PUBLIC COMMENT  
-None.

**3**  
RESOLUTION NO. 21-630

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0716 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0716:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0716, memo transfers in batch numbers MTAPR0716 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
NECCO	FCFC PLACEMENT CARE	70161605-5342	\$15,485.00
KEYSTONE/FOUNDATION	FCFC PLACEMENT CARE	70161605-5342	\$20,307.50
LUTHERAN/GENACROSS	FCFC PLACEMENT CARE	70161605-5342	\$25,923.70
YOUTH INTENSIVE	FCFC PLACEMENT CARE	70161605-5342	\$9,100.00
VILLAGE NETWORK	FCFC PLACEMENT CARE	70161605-5342	\$13,706.30
CHANGE HEALTHCARE	REIMBURSEMENT/REFUNDS	10011303-5319	\$7,000.00
FLOWERS CONSULTING	GRANT RELATED SERVICES	21011113-5365	\$7,500.00
HOUSE OF SECURITY	VEHICLE MAINTENANCE	10011105-5228	\$3,552.00
HOUSE OF SECURITY	MAINTENANCE & REPAIR	10011105-5328	\$1,700.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2103665	CHILDREN'S HOSPITAL MEDICAL CENTER	FCFC PLACEMENT CARE	70161605 - 5342	\$41,500.00
R2103758	DUDE SOLUTIONS INC	ANNUAL RENEWAL FOR ASSET ESSENTIALS SOFTWARE - RSD	66211900 - 5320	\$16,968.35
R2103772	SUPERIOR PETROLEUM EQUIPMENT LLC	SYN-TECH SYSTEMS FUEL MASTER	40111402 - 5450	\$65,000.00
R2103773	CONSOLIDATED ELECTRIC COOPERATIVE INC	FIBER OPTIC PROJECT- 911	21411306 - 5437	\$400,415.52

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R2103773	CONSOLIDATED ELECTRIC COOPERATIVE INC	FIBER OPTIC PROJECT- BOC	41711436 - 5437	\$623,930.05
R2103773	CONSOLIDATED ELECTRIC COOPERATIVE INC	FIBER OPTIC PROJECTS- RSD	66211900 - 5437	\$90,957.63

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

**4  
RESOLUTION NO. 21-631**

**IN THE MATTER OF ACCEPTING THE SUBGRANT AWARD OF THE LEAP FORWARD GRANT FOR THE SHERIFF'S OFFICE:**

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

WHEREAS, the Delaware County Sheriff's office has been awarded the LEAP Forward Grant (the "Grant"); and

WHEREAS, the Grant is part of the Ohio Drug Law Enforcement Fund; and

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

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

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

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

Grant #	LEAP Forward Grant 2020-DL-LEF-5821
Source:	Ohio Office of Criminal Justice Services /Ohio Drug Law Enforcement
Grant Award Period:	07/01/2021 to 06/30/2022
OCJS Grant Amount:	\$ 84,235.95
Cash Match:	<u>28,078.65</u>
Total Grant Amount:	\$112,314.60

Section 2. The Board hereby authorizes the County Administrator to act as the county chief executive officer and execute standard assurances and compliance certificates for the grant.

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

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

**5  
RESOLUTION NO. 21-632**

**IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO THE INDEFEASIBLE RIGHT OF USE AGREEMENT BETWEEN CONSOLIDATED ELECTRIC COOPERATIVE AND DELAWARE COUNTY FOR FIBER OPTIC CABLE:**

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

WHEREAS, the Director of Delaware County Information Technology recommends approval of Amendment No. 3 to the Indefeasible Right of Use Agreement between Consolidated Electric Cooperative and Delaware County for Fiber Optic Cable;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves Amendment No. 3 to the Indefeasible Right of Use Agreement between Consolidated Electric Cooperative and Delaware County for Fiber Optic Cable:

**AMENDMENT NO. 3 TO THE  
INDEFEASIBLE RIGHT OF USE AGREEMENT**

**THIS AMENDMENT NO. 3** to the **INDEFEASIBLE RIGHT OF USE AGREEMENT** ("Agreement") entered into on the **3<sup>rd</sup> day of March, 2011**, is made this 19<sup>th</sup> day of July, 2021, by and between **Consolidated Electric Cooperative, Inc. ("CEC")**, an **Ohio** corporation having a principal place of business located at **5255 State Route 95, Mount Gilead, Ohio 43338**; and **Delaware County**, a political subdivision of the State of

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Ohio, by and through its Board of County Commissioners, having its principal place of business located at **91 North Sandusky Street, Delaware, Ohio 43015 ("County")** (hereinafter referred to collectively as the "Parties").

Pursuant to Section 22(e) of the Agreement, the Parties hereby mutually agree to amend the Agreement as follows:

The locations identified in Exhibit A, attached hereto and incorporated herein, were awarded to CEC in the recent Request for Proposals for the Delaware Fiber Extension Project (the "RFP"), and for administrative convenience, the Parties mutually agree to add the locations to the Agreement. CEC will be extending fiber from each location to the nearest splice point to the existing Delaware County fiber in the CEC fiber network, in accordance with the specifications, terms, and conditions of the RFP and the service orders for each location, which are incorporated herein by reference.

The Parties mutually agree that all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Amendment No. 3 on the dates indicated below.

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

**6  
RESOLUTION NO. 21-633**

**IN THE MATTER OF APPROVING AMENDMENT #3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH M+A ARCHITECTS FOR THE RENOVATION OF THE BYXBE CAMPUS FOR COUNTY FACILITIES:**

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

WHEREAS, the Director of Facilities recommends approval of Amendment #3 to the Professional Services Agreement with M+A Architects for the Renovation of the Byxbe Campus for County Facilities;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment #3 to the Professional Services Agreement with M+A Architects for the Renovation of the Byxbe Campus for County Facilities:

**Additional Services- Amendment No. 3 to Contract**                      ~~June 09, 2021~~ **REV June 22, 2021**

*Amendment to Contract between M+A Architects and Delaware County Board of Commissioners, Delaware County, Ohio, dated June 27, 2019, with Exhibit "A" to Contract Agreement- May 20, 2019 (Revision #1). (Delaware County Contract #2019-0310)*

**Reference:** Additional Services as Described Below

Proposal for Schematic Design Services of the Delaware County Social Services Campus

**To:**                      Jon, Melvin, Director of  
Facilities Delaware County  
Facilities  
1405 US Route 23 North  
Delaware, Ohio 43015

**Description of Additional Services:**

The following is a brief description of the scope changes or Additional Services requested for the project;

Location:	No Certified address at this time: 1610 State Route 521 (Kilbourne RD) Delaware, Ohio 43015
Project Use Group(s) & Occupancy Type(s):	Business, Assembly (A-3) and
Residential Site Acreage:	+/- 24 Acres
Building Area:	+/- 131,233 SF
Number of Floors:	2 buildings with 2 floors and 1 building with 1 floor
Estimated Construction Cost:	\$38,896,300
Estimated Contract Start Date:	June 2021 Estimated Document Completion
Date:	September 2021 Estimated Duration of A/E
Services:	4 months

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*PROJECT DESCRIPTION: M+A Architects and their consultants are to provide a Schematic level of design and documentation including interior space planning, a clearer definition of exterior envelope and narratives for MEP, Structural, Civil and Landscape scope. The goal will be to better define the square foot requirement of the project and enable a cost estimator to better define a conceptual construction cost estimate for the project. The campus will provide new offices for the following County Offices and their providers:*

- *Mental Health Board*
  - o *NAMI*
  - o *SafeHarbor*
  - o *Maryhaven*
  - o *Helpline*
  - o *Southeast Healthcare*
- *Board of Developmental Disabilities*
- *Delaware County Job and Family Services*
- *Veterans Services*

**PRE-DESIGN**

- o **Planning and Zoning Analysis** - Identify and research applicable planning and zoning ordinances. Develop and present options to the Client.
- o **Meetings and Presentations** – Attend a total of 2 meetings, public hearings, and citizen information meetings as directed by the Client. Represent the Client in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

**SCHEMATIC DESIGN- ARCHITECTURE**

- o **Schematic Design** - Based on the Project's requirements agreed upon with the Client, M+A will prepare and present a Preliminary Design illustrating the scale and relationship of the Project components. Based on the Client's approval of the Preliminary Design, M+A will prepare Schematic Design Documents for the Client's approval that consist of the following:
  - o Drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations.
  - o Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- o **Alternative Materials** - M+A will consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Client's program, schedule and budget for the Cost of the Work.
- o **Environmentally Responsible Design** – M+A will consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Client's program, schedule and budget for the Cost of the Work. The Client may obtain other environmentally responsible design services such as LEED Certification Documentation and Assistance and Life cycle costing as a separate service.
- o **Meetings and Presentations** – Attend a total of one (1) meeting, public hearings, and citizen information meetings as directed by the Client. Represent the Client in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings. Attend four (4) meetings with the Client and Client's General Contractor or Construction Manager to review project progress and obtain feedback from the Client and Construction Team. Attend sixteen (16) meetings with the Client and their providers to establish approval of interior space plans and two (2) meetings with the Client to confirm envelope design, building sections and schematic level structural design.

**SCHEMATIC DESIGN- Civil, Structural, Mechanical, Electrical, Plumbing and Technology**

- o **Narrative** – Including systems selections, material requirements, and general major equipment sizing
- o Attendance at one (1) or two(2) meetings with the owner to make system selections
- o Attendance at two (2) or three (3) coordination meetings with the architect to integrate the engineering design into the architectural planning
- o Provide general/ conceptual support in the integration of the engineering systems into the architecture without detailed back-up due to the limited scope.
- o Schematic Site Plan with general utility and storm water management layout
- o Permit approval schedule

**SCHEMATIC DESIGN- Landscape**

- o Development of a comprehensive vision and program elements for the landscaped areas of the 17 acre site including that for the future park space
  - o Includes overall site, pedestrian amenities, courtyards, therapeutic landscapes, walking paths, building and site entries
- o Help the Construction Manager develop an initial opinion of cost for the identified scope of work including phased implementation of construction work as required.
- o Initial concept sketch plans and 3D representations of the landscape design will be provided

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**SITE PROCUREMENT CIVIL SERVICES**

- o Services described below are for the 16.464 acre parcel (51830001066000) south of the existing site owned by the County and includes:
  - o Boundary survey and description
  - o Topo survey
  - o Analysis of the property if only a portion is purchased

**FEES**

We propose to furnish the above Basic Services for the following fee:

Conceptual Construction Cost Estimate:	\$38,896,000
6.5% of Construction Cost (total A/E services fee):	\$ 2,528,240
 Schematic Design Phase (15% of 2,528,240):	 \$379,236
<u>Programing &amp; Conceptual Design (already completed):</u>	<u>(\$64,720)</u>
Total Fee this phase	<b>\$314,516</b>

**BREAK DOWN BY BUILDING**

Site	\$40,890
Administrative Building	\$115,960
Provider/ Agency Building	\$124,231
<u>Residential Facility and Crisis Center</u>	<u>\$33,435</u>
Total Fee this phase	<b>\$314,516</b>

**SITE PROCUREMENT CIVIL SERVICES **\$9,800****

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NOTE:

Services, for future Design Development, Construction Documents, Bidding and Construction Administrative Services have not been provided at this time as requested. For budgeting purposes, full architectural services including our consulting engineers typically range between 6-7% of total construction costs. Since the services noted above are typically those included in Basic Services, this amount as noted above will be credited against the total calculated fees as determined for the future phase of services.

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

**7  
RESOLUTION NO. 21-634**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER LUTHERAN HOMES SOCIETY, INC. (DBA GENACROSS FAMILY & YOUTH SERVICES):**

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

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract and amendments;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and amendments for Child Care Placement:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Name: Lutheran Homes Society, Inc. (DBA Genacross Family &amp; Youth Services)</b>  <b>Address: 1905 Perrysburg Holland Road Holland, Ohio 43528</b>  <b>This Agreement in effect from</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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07/01/2021-6/30/2022	
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**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND LUTHERAN HOMES SOCIETY, INC. DBA GENACROSS FAMILY AND YOUTH  
SERVICES**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Genacross Family and Youth Services (“Provider”) (“First Amendment”) is entered into this July 19, 2021.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/21 through 06/30/22 (“Agreement”); and

**Whereas**, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

**Whereas**, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

**Now Therefore**, the Parties agree to amend the Agreement as follows:

**Section 1 – Supplemental Terms and Conditions**

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement shall have an initial service period of 07/01/21 through 06/30/22.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Mr. Steven Sikora, Fiscal Supervisor, whose email address is [steven.sikora@jfs.ohio.gov](mailto:steven.sikora@jfs.ohio.gov). Written notification shall

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contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

**I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**

Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature	Date
Printed Name	
Title	

- J. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

**Section 2 - Miscellaneous**

- A. Exhibits to Agreement.**
  - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
  - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
  - 3. Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
  - 1. OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
  - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.

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

**F. Auditor's Certification.** The Auditor's Certification attached to this First Amendment shall serve as the Auditor's Certification for the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

**SECOND AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND LUTHERAN HOMES SOCIETY, INC. dba GENACROSS FAMILY AND YOUTH  
SERVICES.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and Genacross Family and Youth Services ("Provider") ("Second Amendment") is entered into this July 19, 2021. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

**Whereas**, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/21 through 06/30/22 ("Agreement"); and,

**Whereas**, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

**Whereas**, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

**Whereas**, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC's funding sources; and,

**Whereas**, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

**Now Therefore**, the Parties agree to amend the Agreement as follows:

**Section 1 – Changes in Terms and Conditions**

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

**Agreement**

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words "Schedule B" shall be substituted in all instances where "Schedule A" appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council  
145 N Union St  
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

**First Amendment**

Section 1(B) – The words "Children's Services Assistant Director" shall be replaced with "Family & Children First Council Coordinator."



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Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov)” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is [rachel.layne@jfs.ohio.gov](mailto:rachel.layne@jfs.ohio.gov).”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule B” shall be substituted in all instances where “Schedule A” appears.

**Section 2 – Supplemental Terms and Conditions**

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding – Multiple System Youth**
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

**Addendum:**

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

State Contract For: **2021-2022 Residential Contract**

**Article VI". Reimbursement for Placement Services**

E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for 3 days at 100% per diem and 50% of the per diem for the balance of the days that a child is temporarily absent from the direct care of the Provider.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

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

**8**  
**RESOLUTION NO. 21-635**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:**

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

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WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement between the Delaware County Juvenile Court; the Board of Delaware County Commissioners, and the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer, as follows;

**2021-2022 AGREEMENT FOR TRUANCY OFFICER**

This Agreement for Truancy Officer ("Agreement") is entered into this July 19, 2021 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County"), and the Board of Education of the Educational Service Center of Central Ohio ("ESC"), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually "Party", collectively "Parties").

**PREAMBLE**

- A. **WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. **WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. **WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. **WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. **WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

**1. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

**2. AUTHORITY**

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

**3. STATEMENT OF WORK**

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer ("Officer") for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively "Schools").

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of children to attend and parents, guardians, and/or other responsible persons to cause a child's attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues and/or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

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The Court shall have and retain exclusive authority over and control of all discipline matters and/or termination of the Officer.

**4. COMPENSATION FOR SERVICES**

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

**\$71,631.00**

The above amount shall be payable to the Court on or before October 31, 2021. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

**5. TERM**

This Agreement shall be effective July 1, 2021 through June 30, 2022.

**6. RENEWAL**

Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing signed by the Parties.

**7. TERMINATION**

This Agreement may be terminated as follows:

**A. Convenience:**

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

**OR**

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other

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Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

**8. SEPARATION FROM EMPLOYMENT OR CEASING TO SERVE AS OFFICER**

If for any reason during the term of this Agreement, the Officer separates from employment with the Court or otherwise ceases to service as the Officer, the Parties shall meet and decide whether to appoint a replacement and continue with this Agreement or whether to terminate this Agreement consistent with the termination provisions of this Agreement. The Court shall have sole authority to determine any replacement.

**9. WAIVER**

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement is not and shall not be interpreted as a waiver of any such subsequent occurrence. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, the Judge shall approve any waiver.

**10. NO FUTURE COMMITMENT**

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer either during or beyond the term of this Agreement or any termination of this Agreement.

**11. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS**

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

**12. AMENDMENTS**

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

**13. NON-DISCRIMINATION**

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, transgender status, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

**14. ACCESSIBILITY**

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

**15. DRUG FREE ENVIRONMENT**

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. In the performance of this Agreement, the Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**16. CERTIFICATION REGARDING FINDINGS FOR RECOVERY**

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current

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unresolved findings for recovery pending or issued against it by the State of Ohio.

\_\_\_\_\_  
Tom Goodney  
Superintendent

\_\_\_\_\_  
Date

**17. COURT AND COUNTY POLICIES**

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies (“Court Policy”) and Delaware County policies (“County Policy”). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, notwithstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

**18. NOTICES**

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when hand delivered, sent, or transmitted:

**Court and Board:**

Karen Wadkins  
Fiscal Coordinator  
Delaware County Juvenile Court  
145 North Union Street, Ground Floor  
Delaware, Ohio 43015

Facsimile: (740) 833-2599

Email: [kwadkins@co.delaware.oh.us](mailto:kwadkins@co.delaware.oh.us)

**ESC:**

Tom Goodney  
Superintendent  
Educational Service Center of Central Ohio  
2080 Citygate Drive  
Columbus, Ohio 43219

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**19. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

**20. ASSIGNMENT**

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred.

**21. 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.

**22. DRAFTING**

This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

**23. HEADINGS**

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The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**24. ENTIRE AGREEMENT**

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts.

**26. SIGNATURES**

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.

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

**9  
RESOLUTION NO. 21-636**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ECONOMIC DEVELOPMENT:**

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

<b>Supplemental Appropriation</b>	
23011704-5365	\$30,000.00
CDBG PY2020/Grant Related Services	

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

**10  
RESOLUTION NO. 21-637**

**IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH FEECORP CORPORATION FOR VACUUM BOX RENTAL AND SERVICES:**

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

WHEREAS, sealed bids for Vacuum Box Rental and Services were received at the Office of the Delaware County Sanitary Engineer at 12:00 p.m. on Thursday, July 8, 2021; and

WHEREAS, one (1) bid was received, and the lowest and best bid received was from FeeCorp Corporation; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to FeeCorp Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for Vacuum Box Rental and Services to FeeCorp Corporation and directs the Sanitary Engineer to prepare the necessary Notice of Award and Contract documents and submit them to the contractor for execution;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with FeeCorp Corporation:

**VACUUM BOX RENTAL AND SERVICES**

This Agreement is made and entered into this 19<sup>th</sup> 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 *FeeCorp Corporation, 7995 Allen Rd., Canal Winchester, Ohio 43110* ("Contractor"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide vacuum box rental and services in accordance with the Bid Documents issued for such purpose on June 18, 2021, which are, by this reference, fully incorporated herein (the "Services").

**2 SUPERVISION OF SERVICES**

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

**3 AGREEMENT AND MODIFICATIONS**

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

**4 COMPENSATION**

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

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail on the Parties to the attention of 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: Ricky Thomas  
 Address: 7767 Walker Wood Blvd., Lewis Center, Ohio 43035  
 Telephone: (740) 833-2226 Ext. 5103  
 Email: [rthomas@co.delaware.oh.us](mailto:rthomas@co.delaware.oh.us)

Contractor: FeeCorp Corporation

Name of Principal in Charge: Mark DelMatto  
 Address of Firm: 7995 Allen Rd.  
 City, State, Zip: Canal Winchester, Ohio 43110  
 Telephone: 614-837-3010  
 Email: [amesserly@feecorpinc.com](mailto:amesserly@feecorpinc.com)

**6 PAYMENT**

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

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

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

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7.3 This Agreement shall expire on July 19, 2022 with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both County and Contractor.

**8 INDEMNIFICATION**

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

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

**9 INSURANCE**

9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

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

9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**10 MISCELLANEOUS TERMS AND CONDITIONS**

10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its



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provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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

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

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

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

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

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

**11**  
**RESOLUTION NO. 21-638**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT21-0130	Del-Co Water	Olive Green Road	Road bore
UT21-0131	Columbia Gas	Worthington Road	Install Gas Main
UT21-0132	Del-Co Water	Dent Road	Road bore
UT21-0133	Del-Co Water	Mink Street Road	Road bore
UT21-0134	Spectrum	Fancher Road	Place cable in ROW

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

**12**

**RESOLUTION NO. 21-639**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR A RAILROAD GRADE SEPARATION ON ORANGE ROAD:**

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

WHEREAS, under Resolution No. 20-190, the Board of Delaware County Commissioners declared the necessity for a railroad grade separation on Orange Road (the "Improvements"); and

WHEREAS, the County Engineer recommends entering into an agreement with Norfolk Southern Railway Company for the required engineering services related to the Improvements;

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

SUPPLEMENTAL AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the Delaware County Engineer's Office (hereinafter called "COUNTY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The COUNTY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State:                      **Powell, Delaware County, Ohio**  
 AAR-DOT#: 481481w  
 Street /Bridge Name:                      Orange Road  
 Description: Construct Orange Road under Norfolk Southern  
 Mile Post      S-14.80

Original Preliminary Engineering Cost Estimate:      \$ 15,000  
 Additional Preliminary Engineering Cost Estimate      \$145,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The COUNTY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the COUNTY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the COUNTY. The COUNTY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the COUNTY and the COMPANY.

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ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting August 11, 2020. The COMPANY agrees to provide preliminary engineering services at the request of COUNTY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the COUNTY regarding the project. This agreement does not constitute the COMPANY’s approval of the project.

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

**13**

**RESOLUTION NO. 21-640**

**IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH THE ROBERT WEILER COMPANY:**

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

WHEREAS, the County Engineer has various projects that require the acquisition of right-of-way; and

WHEREAS, the County Engineer recommends entering into an agreement with The Robert Weiler Company for assistance in the acquisition of right-of-way for these projects;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County that the following agreement is approved for providing right-of-way acquisition services:

**RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT**

This Agreement is made and entered into this 19<sup>th</sup> 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 The Robert Weiler Company, 10 N. High Street, Suite 401, Columbus, OH 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide right-of-way appraisal, and review services in connection with miscellaneous County road improvement projects (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 The Services shall be more fully defined in rendered by the Consultant in accordance with the cost proposals and scope of services for each individual project approved by the Delaware County Engineer’s staff.

**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 each Cost Proposal noted in Section 1.3.
- 4.2 For all orders for Services made by the County Engineer, the Consultant shall prepare a proposal to complete the requested Services as detailed in the order. The Contractor shall not initiate Services on any order until the County Engineer issues written approval of the order in the form of a Notice to Proceed.

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- 4.3 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) 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 on the Parties to the attention of 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: Gina Molinari

Address of Firm: The Robert Weiler Company, 10 N. High Street, Suite 401

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-221-4286

Project Contact Email: [www.rweiler.com](http://www.rweiler.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 December 31, 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**

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- 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 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**

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

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

**14**

**RESOLUTION NO. 21-641**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND OUTSIDER ENTERTAINMENT, LLC FOR DIGITAL CONTENT CAPTURE SERVICES:**

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

WHEREAS, the Director of Communications recommends approval of the services agreement by and between the Delaware County Board of Commissioners and Outsider Entertainment, LLC for Digital Content Capture Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the services agreement by and between the Delaware County Board of Commissioners and Outsider Entertainment, LLC for Digital Content Capture Services, as follows:

**SERVICES AGREEMENT  
Digital Content Capture Services**

This Agreement is made and entered into on July 19, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Outsider Entertainment, LLC, 1287 King Avenue, Suite 203, Columbus, Ohio 43212 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor shall provide video production services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated June 15, 2021, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).
- 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.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Communications as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Thirty Nine Thousand Two Hundred Dollars and Zero Cents (\$39,200.00) without subsequent modification in writing signed by both Parties.

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- 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 as set forth in the Proposal.

**5 NOTICES**

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties' respective addresses set forth above. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

**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 Project Manager and shall be in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Project Manager 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, DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal no later than December 31, 2021.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager 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.

**9 INDEMNIFICATION**

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

**10 INSURANCE**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.



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- 10.5 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.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 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.
- 11.2 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.**
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.
- 11.9 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.
- 11.10 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.

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11.11 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.

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

**15**

**RESOLUTION NO. 21-642**

**IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:**

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the "Policy"); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the following:

1. The use of the meeting room of the Frank B. Willis Building 2079 U.S. Route 23 North, Delaware, Ohio by the 2021 Judicial Panel (CASA of Delaware and Union Counties) on November 17, 2021 from 3:30P.M.-7:30P.M.
2. The use of the meeting room of the Frank B. Willis Building 2079 U.S. Route 23 North, Delaware, Ohio by Leadership Delaware (Delaware Area Chamber of Commerce) on September 9, 2021 and February 10, 2022 from 8:00A.M.-4:00P.M.; at no cost.
3. The use of the meeting room of the Frank B. Willis Building 2079 U.S. Route 23 North, Delaware, Ohio by the OSU Extension office, Juvenile Court and the Delaware General Health District to conduct CARTEENS programs for juveniles and parents with first time traffic offenses at the cost of \$25.00 (prepaid by a carryover amount from 2020).

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

**16**

**RESOLUTION NO. 21-643**

**IN THE MATTER OF ADOPTING A DELAWARE COUNTY EMERGENCY MEDICAL SERVICES HOURS OF WORK AND OVERTIME POLICY FOR OVERTIME ELIGIBLE CAPTAINS:**

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

WHEREAS, the Delaware County Commissioners and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification, and better serve the County's employees and the public;

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NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Emergency Medical Services Hours of Work and Overtime Policy for Overtime Eligible Captains is hereby adopted to assist the proper management of the employees of Delaware County:

**DELAWARE COUNTY**

<b>Subject</b>	<b>Effective</b>	<b>Supersedes</b>	<b>This Sheet</b>	<b>Total</b>
HOURS OF WORK AND OVERTIME POLICY FOR OVERTIME ELIGIBLE CAPTAINS	1/1/2021	New	1	2

1.0 Background Information

The Delaware County Emergency Services (EMS) field staff are regularly scheduled to work a total of two-thousand nine hundred twelve (2,912) hours in the Delaware County fiscal year, consisting of a scheduled twenty-four (24) hour shift followed by forty-eight (48) hours off. Captains that work that schedule are eligible for overtime for eight hundred and thirty two (832) hours and are considered Overtime Eligible Captains and have associated 'built in' overtime during each work week. The built in overtime includes eight (8) hours in the weeks employees are scheduled to work forty eight (48) hours and thirty-two (32) hours in the weeks employees are scheduled to work seventy-two (72) hours.

Due to the unique nature of the schedule for EMS Overtime Eligible Captains, the Delaware County Board of Commissioners desires to allow sick leave and vacation leave as hours worked toward overtime only during the employees' regularly scheduled shift(s).

2.0 Purpose

This Policy authorizes Delaware County EMS Overtime Eligible Captains the ability to receive overtime on hours of work associated with the employee's regularly scheduled hours of work.

3.0 Scope and Distribution

EMS Overtime Eligible Captains under the Delaware County Board of Commissioners who regularly work a 24/48 hour schedule as described above.

4.0 Policy

Effective January 1, 2021, Delaware County EMS Overtime Eligible Captains working the 24/48 schedule will be entitled to have any approved sick leave and vacation leave count as hours worked for purposes of calculating overtime, but only for overtime associated with the employee's regularly scheduled hours of work (i.e., the built-in overtime of eight (8) hours in the weeks the employee is scheduled to work 48 hours and 32 hours in the weeks the employee is scheduled to work 72 hours.) Sick leave and vacation leave shall not be considered as hours worked for any other overtime worked by the employee.

All other previously adopted hours of work and overtime policies outlined in the Delaware County Personnel Policy Manual or by prior resolution remain in full force and effect for this specific group of employees until superseded or amended.

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

**17**  
**RESOLUTION NO. 21-644**

**IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE COUNTY AND IAEP, LOCAL R7-11:**

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

WHEREAS, management staff recommends the Memorandum of Understanding between Delaware County and IAEP, Local R7-11;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio, hereby approves, and authorizes the Chief of Delaware County EMS to execute, the Memorandum of Understanding between Delaware County and IAEP, Local R7-11, as follows:

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into between Delaware County (Employer) and IAEP, Local R7-11 (Union) for the purpose of modifying Article 22 Vacation Section 22.3 Vacation Leave Scheduling

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in the Collective Bargaining Agreement (CBA} between them covering the term November1,2020 through October 31, 2023, SERB case number 2020-MED-08-0766.

Whereas Employees covered by the CBA have an established past practice of vacation leave counting as hours worked for purposes of calculating overtime. This practice will continue and be formalized by this MOU.

Whereas Section 22.3 shall read as follows:

Section 22.3 - Vacation Leave Scheduling

Vacation schedules will be arranged pursuant to the applicable SOG.

Vacation leave shall be counted as hours worked for purposes of calculating overtime but only for overtime associated with employees' regularly scheduled hours of work (i.e. the built-in overtime of eight hours in the weeks employees are scheduled to work 48 hours and 32 hours in the weeks employees are scheduled to work 72 hours.)

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

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-No reports.

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton  
-The TID met last Wednesday.  
-CEBCO met last Friday.  
-The Land Bank will meet this Wednesday.

Commissioner Lewis  
-No reports.

**RESOLUTION NO. 21-645**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:**

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of collective bargaining.

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

**RESOLUTION NO. 21-646**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners