

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 13, 2021**

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

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

**1**  
**RESOLUTION NO. 21-834**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 2, 2021:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 2, 2021; and

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

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

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

**2**  
**PUBLIC COMMENT**  
 -None.

**3**  
**RESOLUTION NO. 21-835**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0910:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0910 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
PETERSON CONSTRUCTION	BUILDING & IMPROVEMENTS	66611900-5410	\$177,500.00
PETERSON CONSTRUCTION	BUILDING & IMPROVEMENTS	66611900-5410	\$177,500.00
BEEM's	FACILITIES SERVICE CENTER	10011106-5228	\$40,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2104095	GILBANE BUILDING COMPANY	BYXBE CAMPUS CONSTRUCTION PROJECT	42011440 - 5410	\$38,500.00
R2104231	DATAWORKS PLUS LLC	LIVESCAN MACHINE - SHERIFF	41711436 - 5450	\$17,728.00
R2104250	AIR FORCE ONE INC	HVAC WATER FURNACE REPAIRS - OECC	66211900 - 5328	\$ 6,000.00
R2104257	CONSOLIDATED ELECTRIC COOPERATIVE INC	PINES - BENT TREE - NORTHSTAR - NORTHSTAR PS	66211900 - 5338	\$27,500.00

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

**4**  
**RESOLUTION NO. 21-836**

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE DIVISION, AND THE DELAWARE COUNTY PUBLIC DEFENDER'S OFFICE REGARDING FUNDING FOR AN ATTORNEY FOR THE COURT'S CASA PROGRAM:**

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

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WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the Memorandum of Understanding by and between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, Juvenile Division, and the Delaware County Public Defender's Office regarding funding for an attorney for the court's CASA Program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding by and between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, Juvenile Division, and the Delaware County Public Defender's Office regarding funding for an attorney for the court's CASA Program;

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners authorizes the Acting County Administrator to execute the Memorandum of Understanding by and between the Delaware County Board of Commissioners, the Delaware County Common Pleas Court, Juvenile Division, and the Delaware County Public Defender's Office regarding funding for an attorney for the court's CASA Program.

**MEMORANDUM OF UNDERSTANDING  
REGARDING FUNDING FOR AN ATTORNEY  
FOR THE COURT'S CASA PROGRAM**

This Memorandum of Understanding ("MOU") is entered into this September 13, 2021 by and between the Delaware County Board of Commissioners ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court, Juvenile Division ("Court"), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015, and the Delaware County Public Defender's Office ("Public Defender"), whose principal place of business is located at 10 Court Street, Delaware, Ohio 43015 (individually "Party," collectively, "Parties").

**1. PURPOSE:**

This MOU states the terms and conditions under which the Court will transfer funds it receives from Ohio CASA to the Public Defender for the Public Defender to contract and pay for the services of an independent contractor to serve as an attorney for the Court's CASA program.

**2. TERM:**

The term of this MOU shall be effective on and be inclusive of the date the last Party signs this MOU and continue through June 30, 2022, unless otherwise terminated as provided in this MOU.

**3. RENEWAL:**

This MOU may be renewed for any term as agreed to in writing and signed by the Parties.

**4. SCOPE OF SERVICES**

The Court expects to receive \$46,800 in grant moneys from Ohio CASA to fund an independent contractor to serve as an attorney for the Court's CASA program. The Court desires that these funds be used for such an attorney and in accordance with the terms and conditions of the grant. However, to avoid any conflict of interest or appearance of impropriety, the Court agrees, upon receipt of an invoice, to transfer any grant funds it receives from Ohio CASA for this purpose to the Public Defender for the Public Defender to contract and pay for the CASA attorney.

**A. Court Responsibilities**

- i. During the term of this MOU, the Court shall, upon receipt of an invoice from the Public Defender, transfer to the Public Defender grant funds it receives from Ohio CASA for the purpose of funding an independent contractor to serve as an attorney for the Court's CASA program. Such funds are to be used by the Public Defender to pay the costs of such an attorney.
- ii. The Court shall apply for and, if approved, administer the Ohio CASA grant.
- iii. In addition to the funding, the Court shall provide the Public Defender with all terms and conditions of the Ohio CASA grant.
- iv. Once transferred, the Court shall have no further responsibility for the use and/or management of the grant funds, except as requested by the Court and/or as required by Ohio CASA to receive signed written documentation from the Public Defender evidencing use of the grant funds for the intended purpose of paying for an attorney for the Court's CASA program and that such funds were used in accordance with the terms and conditions of the grant. As required, the Court will forward any such documentation it receives from the Public Defender to Ohio CASA.

**B. Public Defender Responsibilities**

- i. The Public Defender shall use the Ohio CASA grant funds it receives from the Court

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- pursuant to this MOU to contract and pay for the services of an independent contractor to serve as an attorney for the Court's CASA program.
- ii. The Public Defender shall be responsible for contracting for the attorney and shall retain all responsibility, control, and management over the contract.
  - iii. The attorney shall be compensated through the Ohio CASA grant at a rate not to exceed \$60.00 per hour for both in and out of court services. The Public Defender shall be solely responsible for any difference between this rate and any higher rate of compensation.
  - iv. As services are rendered by the attorney, the Public Defender shall invoice the Court for the services of the attorney, not to exceed the total amount of grant funding the Court receives from Ohio CASA for contracting for the attorney for the Court's CASA program.
  - v. The Public Defender shall be responsible for and comply with all terms and conditions of the Ohio CASA grant.
  - vi. The Public Defender, as requested by the Court and/or as required by Ohio CASA, shall provide to the Court signed written documentation evidencing use of the grant funds for the intended purpose of paying for an attorney for the Court's CASA program and that such funds were used in accordance with the terms and conditions of the grant.

**5. NO GUARANTEE OF FUNDING**

The Public Defender fully understands and acknowledges that funding for this MOU is contingent upon the Court's receipt of grant funding from Ohio CASA for an attorney for the Court's CASA program. As a result, the Court cannot and does not guarantee any funding to the Public Defender under this MOU. If the Court does not receive funding from Ohio CASA to fund this MOU or such funding is less than the amount the Court expects to receive, the Court shall immediately provide written notice of such fact to the Public Defender. The Parties shall then either agree to immediately terminate this MOU or mutually work together to consider other possible means of proceeding with the purposes of this MOU. In no event shall the Court be responsible for any contract or the continuation of any contract held by the Public Defender for the services of an attorney for the Court's CASA program.

**6. NO COURT OR BOARD FUNDS**

The Public Defender fully understands and acknowledges that no Court or Board moneys will fund this MOU or be used to pay for an attorney for the Court's CASA program. The full extent of the Court's financial responsibility under this MOU is limited-to moneys it receives from Ohio CASA and no Court or Board funds will be used for the purposes of this MOU.

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

The Parties to this MOU are political subdivisions and are unable to indemnify. As a result, the Parties 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, directors, employees, agents, representatives, and/or volunteers resulting from the performance of this MOU or otherwise.

To the extent permitted by law, the Public Defender shall be solely responsible for the actions of the attorney it contracts with pursuant to this MOU. In no event shall the Court or Board be responsible for the attorney's actions.

**8. INSURANCE**

In any contract the Public Defender holds for the services of an attorney for the Court's CASA program, at a minimum, the Public Defender shall require the attorney to carry and maintain throughout the term of such contract, without lapse, the following insurance:

- A. Professional Liability Insurance with minimum coverage that is both standard in the industry and adequate to protect the Parties to this MOU and Delaware County, Ohio ("County") and any person receiving Services.
- B. Workers' Compensation Insurance, as applicable, as required by Ohio law.

Prior to commencing services, the contract shall require the attorney to present to the Public Defender current certificates of insurance for the above required policies of insurance. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance must be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The Parties to this MOU and the County shall be named as and listed on the certificates of insurance as additional insureds on the above required policy(ies) of insurance.

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The attorney shall be responsible for any and all premiums for all required policy(ies) of insurance.

The above required insurance coverage shall be primary insurance as respects the Parties to this MOU and the County, and any insurance maintained by these parties will be excess to the above required insurance and shall not contribute to it.

If there is any change in insurance carrier or liability amounts and/or upon renewal, the attorney shall be required to provide the Public Defender with a new certificate of insurance within seven (7) calendar days of change or renewal.

The Public Defender shall retain for the term of this MOU and in accordance with the applicable records retention schedule all certificates of insurance provided by the attorney. The Public Defender shall present copies of such certificates to the other Parties to this MOU upon request.

**9. LICENSE**

Any attorney retained by the Public Defender pursuant to this MOU shall have and maintain all approvals, licenses, certifications, permits, and/or other qualifications or prerequisites necessary to practice law in the State of Ohio and fully perform the contract.

**10. TERMINATION**

Except as otherwise stated in this MOU, this MOU may be terminated as follows:

**A. Convenience:**

Any Party may terminate this MOU at any time and for any reason, including, but not limited to, lack of funding, by giving at least 7 days advance notice, in writing, to the other Parties.

The Parties may terminate this MOU at any time and for any reason upon the mutual signed written agreement of the Parties.

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this MOU, the aggrieved Party may 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 reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this MOU may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of the termination to the other Parties.

Termination under this section will relieve the Parties of any and all further obligations under this MOU. The Parties, without limitation, retain all such other and further rights and remedies as are available to them at law or in equity.

**11. WAIVER**

The waiver of any requirement of this MOU or any occurrence of breach or default is not and shall not be interpreted as a waiver of any such subsequent occurrences. If any Party fails to perform an obligation(s) under this MOU and that failure(s) is (are) waived by the other Parties, that waiver will be limited to the particular failure(s) so waived and will not be deemed to waive any other failure(s).

**12. NOTICES**

All notices that may be required by this MOU or by operation of any rule of law must be sent via certified US mail, return receipt requested, by nationally recognized and reputable overnight courier, return receipt requested, by email, read receipt requested, or hand delivered to the following individuals at the following addresses and will be effective on the date sent or hand delivered:

**BOARD**  
Michael Frommer  
Delaware County Administrator  
91 North Sandusky Street  
Delaware, Ohio 43015  
Email: mfrommer@co.delaware.oh.us

**COURT**  
Katie Stenman Court Administrator  
Delaware County Common Pleas Court  
Juvenile Division  
145 North Union Street, 3rd Floor

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Delaware, OH 43015  
Email: kstenman@co.delaware.oh.us

**PUBLIC DEFENDER**

John Comely  
Delaware County Public Defender  
10 Court Street,  
Delaware, Ohio 43015  
Email: jcornely@co.delaware.oh.us

**13. AUDIT**

In connection with the Ohio CASA grant funds received under this MOU, the Public Defender agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. The Public Defender agrees to reimburse the Court the amount of any identified audit exception.

**14. GOVERNING LAW AND VENUE**

This MOU will be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU will be filed in and heard before an appropriate court in Ohio having proper jurisdiction and venue. The Parties hereby irrevocably consent to that applicable law, venue, and jurisdiction.

**15. HEADINGS**

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

**16. DRAFTING**

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

**17. SEVERABILITY**

The provisions of this MOU are severable and independent, and if any provision is unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, will nevertheless be binding and enforceable.

**18. COUNTERPARTS**

This MOU may be executed in counterparts.

**19. SIGNATURES**

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

**20. NO THIRD PARTY BENEFIT**

The terms and conditions of this MOU are for the benefit of the Parties only. This MOU does not benefit any third parties or give rise to or create any third party rights or causes of action.

**21. ENTIRE CONTRACT**

This MOU constitutes the entire understanding and agreement between the Parties and supersedes all prior understandings and agreements/contracts, written or oral, relating to the subject matter hereof. It may be amended only in writing with the mutual written and signed consent of the Parties.

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

**Other Business**

**RESOLUTION NO. 21-837**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FAMILY DRUG COURT:**

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

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**Supplemental Appropriation**

26626205-5001	Family Drug Court/Compensation	15,000.00
26626205-5101	Family Drug Court/Health Insurance	6,000.00
26626205-5102	Family Drug Court/Workers Comp	150.00
26626205-5120	Family Drug Court/OPERS	1,800.00
26626205-5131	Family Drug Court/Medicare	50.00

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

**5**

**RESOLUTION NO. 21-838**

**PROCLAMATION DESIGNATING THE WEEK OF SEPTEMBER 12<sup>TH</sup>-18<sup>TH</sup>, 2021 AS DIRECT SUPPORT PROFESSIONALS APPRECIATION WEEK:**

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

**WHEREAS**, in September, people with disabilities, family members, and members of the community celebrate September 12, 2021, through September 18, 2021, as Direct Support Professional (DSP) Appreciation Week; AND

**WHEREAS**, it is most appropriate that we recognize the Direct Support Professionals (DSPs) who are a cornerstone of support for people with developmental disabilities, assisting them to lead personally fulfilling lives by supporting them to live, work, and play in their chosen community; AND

**WHEREAS**, DSPs are a foundational element in the circle of support of which people with developmental disabilities and their families rely; AND

**WHEREAS**, the trusted relationships DSPs form with the person they support are invaluable and are an integral part of people living successful lives; AND

**WHEREAS**, DSPs provide a broad range of individualized supports, including job support, social support, meal preparation, medication assistance, bathing, dressing, transportation, and other daily tasks; AND

**WHEREAS**, amidst the COVID-19 pandemic, DSPs have continued to answer the call for service and deliver excellent support for people with disabilities during these difficult times; AND

**WHEREAS**, an adequate workforce of high quality DSPs is necessary for Delaware County to meet the needs of people with disabilities; AND

**WHEREAS**, through this week and beyond, it is important to raise awareness and advocate for this needed profession; AND

**THEREFORE, BE IT RESOLVED** that the Delaware County Commissioners recognize the critical work of Direct Support Professionals and the contribution they make to our community by supporting Delaware residents to live their lives to the fullest; AND

**BE IT FURTHER RESOLVED** that the Delaware County Commissioners designate the week of September 12, 2021, through September 18, 2021, as Direct Support Professionals Appreciation Week.

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

**6**

**RESOLUTION NO. 21-839**

**PROCLAMATION DESIGNATING SEPTEMBER 13<sup>TH</sup>- 20<sup>TH</sup>, 2021 AS NATIONAL DISABILITY VOTER REGISTRATION WEEK:**

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

**WHEREAS**, in September people with disabilities and our supporters celebrate the anniversary of the Americans with Disabilities Act (ADA); AND

**WHEREAS**, there are over 50 million people with disabilities of all ages living in communities throughout the United States; AND

**WHEREAS**, the disability community has a critical interest in policies enacted at local, state, and national levels that effect the integration of people with disabilities, young and old, into our communities; AND

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**WHEREAS**, getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities to live in the community; AND

**WHEREAS**, voting is one way for the disability community to exert their influence at local, state and national elections; AND

**WHEREAS**, REV UP — “Register! Educate! Vote! Use your Power!” — is a national effort to encourage state and local disability community voting coalitions; AND

**WHEREAS**, members of national disability rights community are organizing a National Disability Voter Registration Week (NDVRW) September 13 to 20, 2021;

**THEREFORE, BE IT RESOLVED** that Delaware County supports the growing involvement of the disability community in the political process; AND

**BE IT FURTHER RESOLVED** that Delaware County designates the week of September 13, 2021, through September 20, 2021, as National Disability Voter Registration Week.

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

**7  
RESOLUTION NO. 21-840**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:**

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

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
10031301-5001	10031301-5225	\$100,000.00
Sheriff Deputies/Compensation	Personal Protective Equipment	
10031301-5004	10031301-5225	\$ 75,000.00
Sheriff Deputies/Overtime	Personal Protective Equipment	
10031301-5001	10031301-5305	\$ 30,000.00
Sheriff Deputies/Compensation	Training & Staff Development	

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

**8  
RESOLUTION NO. 21-841**

**IN THE MATTER OF RECEIVING AND FILING THE ANNUAL REPORT OF THE SHERIFF OF ALL FINES AND COSTS COLLECTED BY THE SHERIFF’S OFFICE FOR THE YEAR NEXT PRECEDING SEPTEMBER 1, 2021:**

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

**BE IT RESOLVED**, by the Delaware County Board of Commissioners that we hereby receive and file the annual report submitted by the Delaware County Sheriff of all fines and costs collected by the Sheriff’s Office for the year preceding September 1, 2021.

Said report is being filed pursuant to Ohio Revised Code Section **311.16** and the total amount of fines and costs collected are in the amount of \$56,746.06.

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

**9  
RESOLUTION NO. 21-842**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND THE FIRST AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA:**

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

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

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WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract with the first and second amendments with George Junior Republic in Pennsylvania;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with the first and second amendments for Child Care Placement provider George Junior Republic in Pennsylvania:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Name:</b> <b>George Junior Republic in Pennsylvania</b>  <b>Address:</b> <b>233 George Junior Road</b> <b>Grove City, PA 16127</b>  <b>This Agreement in effect from</b> <b>09/01/2021-06/30/2022</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)

**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 GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA.**

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 George Junior Republic in Pennsylvania (“Provider”) (“First Amendment”) is entered into this September 13, 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 09/01/21 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 09/01/21 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.



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- 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 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.**

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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 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.
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 GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA.**

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 George Junior Republic in Pennsylvania (“Provider”) (“Second Amendment”) is entered into this September 13, 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 09/01/21 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:

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**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.”

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.

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

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**RESOLUTION NO. 21-843**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE OHIO ATTORNEY GENERAL, THE BUREAU OF CRIMINAL INVESTIGATION, AND DELAWARE COUNTY REGARDING THE NATIONAL WEBCHECK® PROGRAM AND EQUIPMENT FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

WHEREAS, the Director of Jobs & Family Services recommends approving the Agreement between the Ohio Attorney General, the Bureau of Criminal Investigation, and Delaware County regarding the National WebCheck® program and equipment for the Delaware County Department of Job and Family Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Agreement between the Ohio Attorney General, the Bureau of Criminal Investigation, and Delaware County regarding the National WebCheck® program and equipment for the Delaware County Department of Job and Family Services:

**AGREEMENT  
FOR NATIONAL WEBCHECK® PROGRAM SERVICES AND EQUIPMENT**

This Agreement ("Agreement") between the Ohio Attorney General ("Attorney General"), which oversees the Bureau of Criminal Investigation ("BCI"), and Delaware County Department of Job & Family Services ("Agency") is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® ("WebCheck") program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal laws and regulations.

**I. Purpose**

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

**II. Basic Agency Responsibilities**

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency's participation in an initial training will be required before Agency will be granted access to the WebCheck services.

**III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General**

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House ("ACH") or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.
- B. Attorney General shall submit invoices to Agency as follows:

Agency: Delaware County Department of Job & Family Services Address:  
145 N. Union St, 2nd Floor  
Delaware, OH 43015  
Attn: Steven R Sikora

- C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of

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access to WebCheck services. Agency also understands that a fee of \$35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.

- D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.
- E. Agency shall pay the following fees for criminal background checks:
  - a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
  - b. \$25.25 for a background check of FBI records.
- F. The Attorney General may increase the fees charged for background checks of BCI and/or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

**IV. Restrictions on Dissemination of Web Check Information**

- A. The parties acknowledge that access to computerized criminal history ("CCH") information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this Section will constitute a default for which the Attorney General may immediately terminate Agency's direct and indirect use of and access to WebCheck services.
- B. Dissemination of the FBI CCH must be limited to the following:
  - a. Criminal justice and governmental non-criminal justice agencies.
  - b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third party organization.
  - c. The CCH information must not be used for any purpose other than outlined in 28 USC §534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.
- C. Dissemination of the BCI CCH must be limited to the following:
  - a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
  - b. The information may only be released to the individual/ organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

**V. Compliance with Civilian Background Check Requirements**

- A. Agency must comply with all civilian background check requirements included in Ohio law.
- B. Agency understands that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A background BCI check must be completed for every individual requiring a background check for employment purposes.
- C. Agency understands that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/or a \$35.00 reinstatement fee may be required to restore access to WebCheck services.

**VI. Duty to Maintain Accurate, Auditable Records of Transactions**

The Agency agrees that BCI's Quality Assurance Unit may audit all WebCheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each WebCheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

**VII. Prohibition against Unauthorized or Inappropriate Use of WebCheck Information**

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges that applicants for positions in their organizations may authorize

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access to their criminal history records for the use of that specific agency only as described in Section VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands that misuse or falsification of information transmitted and received through the WebCheck program may result in criminal felony charges being filed.

**VIII. Rights and Responsibilities Concerning Employee Access to WebCheck Information**

- A. The Agency shall not permit an individual to access, disseminate or otherwise use WebCheck information if that individual has ever been convicted of:
  - a. A felony; and/or
  - b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.
- B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National WebCheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

**IX. Term and Termination**

- A. This Agreement will be effective beginning on the latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.
- B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

**X. Default and Immediate Termination**

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to WebCheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

**XI. Communications, Approval and Notices**

Any communications, approvals and notices that must be made to or by the parties pursuant to this Agreement shall be made in writing using the addresses set forth below.

**XII. Entire Agreement**

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

**XIII. Facsimile Signatures**

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

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

**11**

**RESOLUTION NO. 21-844**

**IN THE MATTER OF ESTABLISHING A NEW FUND AND A NEW ORGANIZATION KEY AND APPROVING AN ADVANCE OF FUNDS AND A SUPPLEMENTAL APPROPRIATION:**

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

<b>New Fund</b>		Amount
207	CDBG-CV CARES Act	
<b>New Organization Key</b>		
20711172	CARES CDBG Target of Opportunity Grant	

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**Advance of Funds**

10011102-8500	20711172-8400	
Commissioners General/Advance Out	CARES CDBG Target of Opportunity Grant/Advance In	\$396,900.00

**Supplemental Appropriation**

20711172-5365	CARES CDBG Target of Opportunity Grant/Grant Related Services	\$396,900.00
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Vote on Motion            Mrs. Lewis            Aye    Mr. Benton            Aye    Mr. Merrell            Aye

**12**

**RESOLUTION NO. 21-845**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE FACILITIES DEPARTMENT:**

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

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

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

Appointing Authority:	County Commissioners
Office/Department:	<u>Facilities/Maintenance</u>
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$ 750
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card: Daniel Welsh

Department Coordinator: Janette Adkins

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

**13**

**RESOLUTION NO. 21-846**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:**

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

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WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #/Type	Make	Model	VIN/Serial Number	Mileage/Note
414/PICKUP	GMC	2014 sierra double cab	1GTR1TEH2EZ237645	91,499
214/SEDAN	KIA	2009 Spectra	KNAFE221995599023	70,131
543/SEDAN	FORD	2008 cvpi	2F1FP71V78X154295	156,349
159/SUV	JEEP	2005 LIBERTY	1J4GL48K35W647834	37,380
702/TOTALED	FORD	2018 POL SUV	1FM5K8AR6JGC18914	TOTALED

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

**14**

**RESOLUTION NO. 21-847**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE PERMANENT IMPROVEMENT FUND:**

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

<b>Transfer of Appropriation</b>		Amount
<b>From:</b>	<b>To:</b>	
40111402-5410 Permanent Improvement/Building & Improvement	40111402-5260 Permanent Improvement/Inventoried Tools, Equip, Furniture	25,000.00
40111402-5410 Permanent Improvement/Building & Improvement	40111402-5328 Permanent Improvement/Maintenance & Repair Services	50,000.00

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

**15**

**RESOLUTION NO. 21-848**

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:**

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

**Asset Tag Number                      Item Description                      Serial Number**



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ENG1510                      2005 International 7400 Dump Truck                      1HTWHAZT551004734

(hereinafter collectively referred to as the "Property");

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that any of the Property that is not sold by internet auction within a reasonable period of time has no value and may be discarded or salvaged.

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

**16**

**RESOLUTION NO. 21-849**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER'S OFFICE:**

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the County Engineer and the Engineer's assistants when on official business; and

WHEREAS, the County Engineer's Office has a need for a Dozer Blade for use in performing the office's official duties; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, a vendor is offering a trade-in credit on the purchase of the Virnig 96" Dozer Blade; and

WHEREAS, the County has a 7.5 Cubic Yard SB-T Sone Box that is not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the Virnig 96" Dozer Blade;

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

Section 1. The Board hereby authorizes the purchase of Virnig 96" Dozer Blade at a price of \$7,950 from Southeastern Equipment Company.

Section 2: The Board hereby finds that the County has a 7.5 Cubic Yard SB-T Stone Box, Asset Number ENG2002, Serial Number 24651 that is not needed, obsolete, or unfit for public use and authorizes the sale of the 7.5 Cubic Yard SB-T Stone Box for a price of \$7,500 as a credit on the total purchase price for the purchase approved in Section 1.

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

**17**

**RESOLUTION NO. 21-850**

**IN THE MATTER OF APPROVING THE AMENDED DITCH MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR CLARKSHAW MOORS SECTIONS 1 THROUGH 6:**

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

WHEREAS, on May 8, 2017, a Ditch Maintenance Petition for Clarkshaw Moors Section 1 through 6 (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board") and approved under Resolution No. 17-473; and

WHEREAS the Petition set forth the drainage improvements that have been or will be constructed within Clarkshaw Moors Sections 1 through 6; and

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WHEREAS, the petitioners have changed the distribution of the number of lots within Clarkshaw Moors Sections 5 and 6 and request an amendment to the Petition approved under Resolution No 17-473; and

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

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

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

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

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

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

The cost of the drainage improvements is \$2,052,218.78 for Sections 1 through 6 for the benefit of the lots being created in this subdivision. 232 lots (total all phases) are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$8,845.77 per lot. An annual maintenance fee equal to 2% of this basis (\$176.92) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for Section 5 in the amount of \$6,015.28 has been paid to Delaware County.

- Section 1, 46 lots, \$8,138.32 (already paid)
- Section 2, 51 lots, \$9,024.96 (already paid)
- Section 3, 18 lots, \$3,184.56 (already paid)
- Section 4, 45 lots, \$8,138.32 (already paid)
- Section 5, 34 lots, \$6,015.28 (paid with this amendment)
- Section 6, 37 lots \$6,546.04 (to be paid at time of platting)

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

**18**

**RESOLUTION NO. 21-851**

**IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE DELAWARE COUNTY AGRICULTURAL SOCIETY:**

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

WHEREAS, Delaware County currently owns certain personal property, specifically a 135LOAD Brine Tank (the “Property”), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the “Board”) may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property’s value; and

WHEREAS, the Delaware County Agricultural Society has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the donation of the Property to the Delaware County Agricultural Society.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that the Property is accepted “as is.”

Section 3. The County Administrator is hereby authorized to execute any documents necessary to complete the donation of the Property approved herein.

Section 4. The Clerk of the Board shall provide a certified copy of this Resolution to the President of the Delaware

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County Agricultural Society.

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

**19**

**RESOLUTION NO. 21-852**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WSP USA INC. FOR THE PROJECT KNOWN AS DEL-CR27-0.00/US 23-7.43 ~ CHESHIRE ROAD EXTENSION TO US 23:**

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

WHEREAS, section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR27-0.00/US 23-7.43 ~ Cheshire Road Extension to US 23; and

WHEREAS, the County Engineer has selected the consulting firm of WSP USA Inc. through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional Services Agreement is hereby approved:

**PROFESSIONAL SERVICES AGREEMENT  
DEL-CR72-0.00/US23-7.43 ~ Cheshire Road Extension to US 23  
Contract #E2102**

This Agreement is made and entered into this 13<sup>th</sup> day of September, 2021, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **WSP USA Inc.**, Two Miranova Place, Suite 450, Columbus, Ohio 43215, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Cheshire Road Extension to US 23 (DEL-CR72-0.00/US23-7.43, PID 2102), consisting of an extension of realigned Cheshire Road to a new signalized intersection with US 23, a new local road and other improvements to the existing intersection with US 23, with such professional design services including the preparation of construction and right of way plans (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 described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:
  - 1.3.1 Scope of Services last revised: September 7, 2021
  - 1.3.2 Fee Proposal and Schedule last revised: September 7, 2021

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer 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 in writing, 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**

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- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all Services described in the Scope of Services and Fee Proposal as “Basic Services,” the lump sum fee shall be **\$426,032.00**.
  - b. For all Services described in the Scope of Services and Fee Proposal as “If Authorized Services,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$126,274.00**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$552,306.00** without a subsequent written modification signed by both Parties.
- 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 as set forth in the Scope of Services.

## 5 NOTICES

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

County Engineer:

Name: Delaware County Engineer  
Attn: Tiffany A. Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

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

Consultant:

Name of Principal in Charge: WSP USA Inc.  
Andrew Schetter, P.E.

Address of Firm: Two Miranova Place, Suite 450

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-793-0191

Email: [Andrew.Schetter@wsp.com](mailto:Andrew.Schetter@wsp.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 shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

## 7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

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- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the Project Manager and shall complete the Services by April 1, 2023.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

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

**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 in performance of the services hereunder.

**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.

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- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible

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for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

20

**RESOLUTION NO. 21- 853**

**IN THE MATTER OF APPROVING A PARTIAL DRAINAGE EASEMENT VACATION FOR HARBOR POINTE SECTION 5:**

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

WHEREAS, the Delaware County Engineer has received a request from Stacy and Stephen Radabaugh, the owners of Lot 1739 in Harbor Pointe Section 5, Berlin Township, to vacate a portion of the drainage easement as recorded on the Harbor Pointe Section 5 plat, being on, over and across said Lot 1739; and

WHEREAS, the Delaware County Engineer has determined that the portion of the easement as described below, which is located on, over and across Lot 1739 as depicted on the Harbor Pointe Section 5 plat of record in Official Record 1886, Page 2803, Recorder’s Office, Delaware County, Ohio, is no longer required and that vacating the Drainage Easement across Lot 1739 as shown in Harbor Pointe Section 5 will allow the owner to develop the property without encroaching into the Drainage Easement; and

WHEREAS, the Delaware County Engineer recommends vacation of the Drainage Easement as described below and that a marginal reference on the Plat of Record in Official Record 1886, Page 2803, and Plat Cabinet 3, Page 411 will be made of this action to vacate this easement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 1739 in Harbor Pointe Subdivision, Berlin Township, Delaware County, Ohio, described as follows:

**DRAINAGE EASEMENT VACATION  
LOT 1739, HARBOR POINTE SECTION 5  
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Township of Berlin, and being located in Lot 1739 of Harbor Pointe Section 5, a subdivision of record in Plat Cabinet 3, Slide 411, last described in a deed to Stacy S. and Stephen D. Radabaugh, of record in Official Record 1886, Page 2803, all records referenced herein being to those located in the Recorder’s Office, Delaware County, Ohio, and being a portion of a drainage easement of record on said plat to be vacated, more particularly described as follows:

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Beginning FOR REFERENCE, at a point at the southwest corner of said Lot 1739, at an interior angle of Lot 1749 of said Harbor Pointe Section 5, at a southwest corner of said platted drainage easement, thence South 88°59'02" East, along the southerly line of said Lot 1739, a northerly line of said Lot 1749 and a southerly line of said drainage easement, a distance of 50.00 feet to a point in the easterly line of a 50 foot no-build zone, and being the **TRUE PLACE OF BEGINNING** of the herein described portion of drainage easement to be vacated;

Thence **North 1°00'58" East**, through said Lot 1739 and through said drainage easement, along said easterly no-build zone line, a distance of **85.00 feet** to a point;

Thence **South 88°59'02" East**, continuing through said Lot 1739 and said drainage easement, a distance of **55.00 feet** to a point at an angle point in said drainage easement;

Thence **South 1°00'58" West**, through said Lot 1739, along the easterly line of said drainage easement, a distance of **85.00 feet** to a point in the common line between said Lots 1739 and 1749, and a southerly line of said drainage easement;

Thence **North 88°59'02" West**, along the common line between said Lots 1739 and 1749, and said southerly drainage easement line, a distance of **55.00 feet** to the TRUE PLACE OF BEGINNING, containing 0.107 acre (4675 square feet) of drainage easement to be vacated.

Bearings herein are referenced to the plat "Harbor Pointe Section 5" of record in Plat Cabinet 3, Page 411.

This description was prepared by Westerville Land Surveying, LLC, based on record information.

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

**21**

**RESOLUTION NO. 21-854**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR GLENMEAD SECTION 2; LIBERTY GRAND DISTRICT SECTION 6, PHASE A; AND LIBERTY GRAND DISTRICT SECTION 6, PHASE B**

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

**Glenmead Section 2**

WHEREAS, Romanelli and Hughes Building Company has submitted the Plat of Subdivision ("Plat") for Glenmead Section 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

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

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

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 9, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 16, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Glenmead Section 2:

**Glenmead Section 2**

Situated in the State of Ohio, County of Delaware, Township of Berlin, being located in part of Farm 9, Quarter Township 2, Township 4, Range 8, United States Military Lands, being a 21.899 acre subdivision, being 21.899 acres out of a 67.763 acre tract of land described in a deed to Romanlli and Hughes Building Company by Official Record Volume 1333, Page 968, all references being to the records of the Recorder's Office, Delaware County, Ohio. Cost: \$78.

**Liberty Grand District Section 6, Phase A**



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WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision (“Plat”) for Liberty Grand District Section 6, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 6, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 8, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 9, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 16, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District Section 6, Phase A:

**Liberty Grand District Section 6, Phase A**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 26, Quarter Township 2, Township 3, Range 19, United States Military Lands containing 5.669 acres of land, more or less, said 5.699 acres being comprised of a resubdivision of Lot 6168 of the subdivision entitled “Liberty Grand Communities Section 1”, of record in Official Record 1793, Page 2847, said Lot being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705 Page 1453, Recorder’s Office, Delaware County, Ohio. Cost: \$51.

**Liberty Grand District Section 6, Phase B**

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision (“Plat”) for Liberty Grand District Section 6, Phase B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 6, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 8, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 9, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 16, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District Section 6, Phase B:

**Liberty Grand District Section 6, Phase B**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 26, Quarter Township 2, Township 3, Range 19, United States Military Lands containing 6.810 acres of land, more or less, said 6.810 acres being comprised of a resubdivision of Lot 6168 of the subdivision entitled “Liberty Grand Communities Section 1”, of record in Official Record 1793, Page 2847, said Lot being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705 Page 1453, Recorder’s Office, Delaware County, Ohio. Cost: \$102.

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

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

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

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

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

Table with 4 columns: Permit #, Applicant, Location, Type of Work. Rows include UT21-0166 (Del-Co Water, Brindle Road, Install waterline), UT21-0167 (Consolidated Electric, S. Section Line Road, Replace poles), UT21-0168 (Columbia Gas, Retreat at Woodcrest 2, Install)

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

23

RESOLUTION NO. 21-856

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR SALT:

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

SUPPLEMENTAL APPROPRIATION

29214009-5285 Motor & Gas/Salt \$450,000.00

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

24

RESOLUTION NO. 21-857

IN THE MATTER OF THE BOARD OF DELAWARE COUNTY COMMISSIONERS ADOPTING REGULATIONS FOR THE APPOINTMENT OF COUNSEL FOR THE INDIGENT:

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

WHEREAS, the Office of the Ohio Public Defender has adopted regulations for the appointment of counsel for the indigent; and

WHEREAS, pursuant to OAC 120-1-05, subject to review and approval by the Ohio Public Defender, each county shall establish a reimbursement, recoupment, contribution, or partial payment program to recover a portion of the expense of appointing counsel to a person whose gross income exceeds one hundred twenty-five per cent of the federal poverty level or to a child whose parents gross income exceeds one hundred twenty-five per cent of the federal poverty level;

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

Section 1. The Courts of this county shall make the appointment of counsel, either private assigned counsel or the County Public Defender, in accordance with the rules established by the Ohio Public Defender Commission and the State Public Defender to enable Delaware County to receive reimbursement from the State of Ohio for a part of the indigent defense costs.

Section 2. The Courts of Delaware County assigning indigent defense counsel shall order that a part of counsel fees be repaid to Delaware County where appointment is made and the defendant falls into the income guidelines set forth in the Ohio Administrative Code (above 125 percent of the poverty threshold). Counsel fees may be waived by the Courts if it creates an undue burden.

Section 3. Effective for all cases with an appointment date of October 1, 2021 or later, payments shall be made pursuant to the Delaware County, Ohio Indigent Defense Fee/Cost Recoupment Plan, which is hereby approved and attached hereto.

DELAWARE COUNTY, OHIO
INDIGENT DEFENSE FEE/COST RECOUPMENT PLAN

- 1. Delaware County, Ohio hereby establishes an indigent defense fee/cost recoupment plan as required by Ohio Administrative Code 120-01-05.

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2. Pursuant to Ohio Revised Code §§120.33(A)(4) and 2941.51(D) the Court shall review the indigent status of any individual who is represented by the Delaware County, Ohio Public Defender’s Office or appointed counsel and determine whether the individual has, or is expected to have, the means to meet some part of the costs of the services rendered to the person.

3. If the Court finds the individual has or is expected to have, the means to meet some part of the costs of the services rendered the Court may order the individual to pay a recoupment fee according to the following schedule:

Common Pleas Court General Division	
New Felony Case	\$300.00
Community Control Violation	\$100.00
Common Pleas Court Juvenile Division	\$100.00
Municipal Court	\$100.00

4. The Court may not assess the payment of the recoupment fee if it is determined that the imposition would result in an undue hardship on the individual.

5. No recoupment fee shall be assessed against an individual whose gross income is less than 125% of the Federal Poverty Level.

6. The recoupment fee is in addition to the \$25.00 application fee set out in O.R.C. §120.36.

7. The Court shall order when the recoupment fee is due. The Court may not enforce the payment of the recoupment fee with the imposition of a jail sentence.

8. The recoupment fee payments shall be remitted to the Clerk of Court for the Court in which the proceeding was heard. The Clerk of Court shall transfer the recoupment fees to the County Treasurer monthly. The Clerk of Court shall also identify the case for which each recoupment fee is collected and transmit that information to the County Auditor. The County Auditor shall send a report containing the amount collected and the case from which it was collected to the County Public Defender’s Office. The County Public Defender’s Office shall calculate the amount the State of Ohio Public Defender is to be reimbursed. The County Public Defender’s Office shall then request the County Auditor pay the State of Ohio Public Defender the reimbursement amount. This amount is to be a separate line item from the application fee.

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

**25**

**DISCUSSIONS:  
BCC, PUBLIC DEFENDER, & THE DELAWARE COUNTY BAR ASSOCIATION**

**Discussion on the PD Commission’s resolution requesting the County Commissioners adopt the State fee caps and rate.**

**Discussion on the Public Defender and The Delaware County Bar Association recommending to the State an increase in the fee caps and rates.**

**26**

**PRESENTATION /UPDATE FROM THE PUBLIC DEFENDER ON DELAWARE COUNTY PUBLIC DEFENDER’S OFFICE**

**27**

**RESOLUTION NO. 21-858**

**IN THE MATTER OF APPROVING AN APPOINTMENT TO THE DELAWARE COUNTY TRANSIT BOARD:**

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Jacob Fathbruckner has applied for appointment to an unexpired term expiring on October 24, 2023;

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

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Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Transit Board for the term specified herein:

Position	Appointee	Term Ends
DATA 6	Jacob Fathbruckner	October 24, 2023

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

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

**RESOLUTION NO. 21-859**

**IN THE MATTER OF APPROVING VOTING INSTRUCTIONS FOR THE APPROVAL OF THE JOINT PLAN OF REORGANIZATION OF MALLINCKRODT PLC AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE IN CASE NO. 20-12522 (JTD) BEFORE THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-130, declaring that the unlawful distribution of prescription opioids created a public nuisance in Delaware County, Ohio and has caused harm to the residents of Delaware County, Ohio, and authorized the retention of special counsel to commence civil litigation against opioid drug manufacturers and distributors; and

WHEREAS, the Board has, in fact, commenced civil litigation against opioid drug manufacturers and distributors; and

WHEREAS, Mallinckrodt plc, *et al.*, filed a petition under Chapter 11 of the United States Bankruptcy Code, Case No. 20-12522 (JTD), and the Board, by and through counsel, has submitted a claim therein; and

WHEREAS, the United States Bankruptcy Court for the District of Delaware has authorized Mallinckrodt plc and its affiliated debtors to solicit acceptances for the Joint Chapter 11 Plan of Reorganization (the “Plan”); and

WHEREAS, special counsel to the Board has requested voting instructions from the Board indicating whether the Board approves, rejects, or abstains from voting on the Plan;

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

Section 1. The Board hereby approves the Plan and instructs the Board’s special counsel to submit a ballot on the Board’s behalf expressing such approval.

Section 2. The Clerk of this Board is hereby directed to certify a copy of this Resolution to special counsel to the Board.

Section 3. This Resolution shall be effective immediately upon adoption.

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

**29**

**ADMINISTRATOR REPORTS**

Dawn Huston  
-No reports.

**30**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis  
-Attended the Gold Star dinner in Sunbury.

Commissioner Benton  
-Attended the CEBCO board meeting. Looks like health care costs are going up due to the amount of claims filed.  
-The All Horse Parade took place yesterday.  
-The DKMM meeting scheduled for tomorrow has been canceled.  
-Attended Carfagna’s Open House.  
-Reviewed the financial statements and projections for the Regional Sewer District.  
-Was a judge at the first smoked meat event held in Liberty Township.

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Commissioner Merrell

- Attended the CORSA annual board meeting Friday.
- Attended and spoke at the Ohio Fallen Heroes Event in Sunbury.
- Attended the dedication of the newest Hindu Temple off of Cheshire Road. They also held a September 11<sup>th</sup> remembrance ceremony.

**31**

**RESOLUTION NO. 21-860**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:**

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; for pending or imminent litigation.

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

**RESOLUTION NO. 21-861**

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

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners