

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 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. 21-1275**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 20, 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 December 20, 2021; and

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

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

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

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

**3**  
**RESOLUTION NO. 21-1276**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1223 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1223:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1223, memo transfers in batch numbers MTAPR1223 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2105201	Schottenstein Real Estate Group	TIF Reimbursement	45111446-5715	\$62,544.56
R2105202	Kerbler	TIF Reimbursement	45111446-5715	\$62,544.56

FURTHER BE IT RESOLVED, that the Delaware County Board of Commissioners approves the following payments of warrants:

Vendor Name	Line Description	Account	Amount
Schottenstein Real Estate Group	TIF Reimbursement	45111446-5715	\$62,544.56
Kerbler	TIF Reimbursement	45111446-5715	\$62,544.56

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

**4**  
**RESOLUTION NO. 21-1277**

**IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2022:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following list of carry-over purchase orders:

FURTHER BE IT RESOLVED, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2150011	PNC BANK	HR SUPPLIES	10011108 - 5200	\$ 3,500.00
R2150011	PNC BANK	HR MEMBERSHIPS	10011108 - 5300	\$ 2,000.00
R2150018	DOMESTIC RELATIONS COURT	IV-D CONTRACT SERVICES	23711630 - 5360	\$ 10,300.00
R2150020	SHERIFF'S OFFICE	IV-D CONTRACT	23711630 - 5301	\$ 21,000.00
R2150023	TRIDENT SECURITY LLC	SECURITY SERVICES	10011102 - 5301	\$ 27,000.00
R2150024	DOMESTIC RELATIONS COURT	2021 CSEA CONTRACT	10011102 - 5360	\$ 5,400.00
R2150025	SHERIFF'S OFFICE	2021 CSEA CONTRACT	10011102 - 5360	\$ 10,710.00
R2150029	DELAWARE FLOOR CO INC	CARPET - EMS STATION 4	40111402 - 5328	\$ 10,856.26
R2150030	INTEGRATED PROTECTION SERVICE INC	FIRE ALARM SYSTEM - CARNEGIE BUILDING	40111402 - 5410	\$ 8,332.88
R2150031	BUILTRITE INTERIOR CONSTRUCTION LTD	DARKROOM REMODEL - WILLIS BUILDING	40111402 - 5410	\$ 20,861.00
R2150032	EVENT METAL DETECTORS	XRAY MACHINE - COURTHOUSE	40111402 - 5450	\$ 20,000.00
R2150033	TYLER TECHNOLOGIES INC	RMS CAD SYSTEM	41711436 - 5452	\$157,094.19
R2150034	SELLERS ELECTRIC CO INC	ELECTRICAL WORK FOR GENERATOR - FROST ROAD	41711436 - 5410	\$ 13,500.00
R2150035	DATAWORKS PLUS LLC	LIVESCAN MACHINE - SHERIFF	41711436 - 5450	\$ 17,728.00
R2150036	MEACHAM & APEL ARCHITECTS INC	WILLIS BUILDING RENOVATIONS - DESIGN FEES	42011438 - 5410	\$ 5,788.62
R2150037	OFFICE CITY EXPRESS INC	CARNEGIE BUILDING FURNITURE - DATA CENTER	42011438 - 5410	\$ 14,474.52
R2150041	BEEMS BP DIST INC	FUEL FOR COUNTY VEHICLES	10011106 - 5228	\$ 15,374.15
R2150047	OHIO STATE UNIVERSITY	MEDICAL DIRECTOR CONTRACT 2021	10011303 - 5301	\$ 50,000.00
R2150052	POLYDYNE INC	CHEMICALS - POLYMER	66211900 - 5290	\$ 6,784.77
R2150053	TRANE COMPANY INC	SERVICE AGREEMENT HAYES BUILDING	10011105 - 5325	\$ 6,463.00
R2150057	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION	22411601 - 5355	\$ 18,500.00
R2150063	PNC BANK	MATERIAL & SUPPLIES	10011105 - 5200	\$ 10,000.00
R2150076	HACH CO	HACH SAMPLER - OECC	66211900 - 5450	\$ 7,043.24
R2150079	OHIOHEALTH CORPORATION	FITNESS SERVICES-- CARRY OVER 2021	10011303 - 5301	\$ 5,500.00
R2150104	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	10011105 - 5338	\$ 35,000.00
R2150107	COLUMBIA GAS OF OHIO	GAS SERVICE	10011105 - 5338	\$ 12,000.00
R2150108	OFFICE CITY EXPRESS INC	FURNITURE	22411605 - 5260	\$ 12,364.60
R2150111	VARIOUS JFS BOARD AND CARE	FOSTER PLACEMENT	22511607 - 5350	\$ 10,941.30
R2150116	MARTIN PAINTING & COATING CO	PAINTING OF OECC CONFERENCE ROOM AND LOBBY AREA	66211900 - 5328	\$ 7,395.00
R2150117	BUCKEYE POWER SALES CO INC	GENERATOR EMS 7-- CARRY OVER 2021	10011303 - 5450	\$ 19,725.05
R2150120	CHANGE HEALTHCARE TECHNOLOGY	EMS BILLING--CARRY OVER 2021	10011303 - 5301	\$ 11,000.00
R2150120	CHANGE HEALTHCARE TECHNOLOGY	EMS BILLING REFUNDS--CARRY OVER 2021	10011303 - 5319	\$ 2,000.00
R2150122	VARIOUS JFS DAY CARE	DAY CARE FOSTER KPI PRC	22511607 - 5348	\$ 14,000.00
R2150123	ZOLL MEDICAL CORPORATION	AUTOPULSE BATTERIES--CARRY OVER 2021	10011303 - 5228	\$ 7,490.00

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

R2150123	ZOLL MEDICAL CORPORATION	EMS MEDICAL SUPPLIES--CARRY OVER 2021	10011303 - 5244	\$ 230.00
R2150124	BOUND TREE MEDICAL LLC	EMS PHARMACEUTICAL SUPPLIES--CARRY OVER 2021	10011303 - 5243	\$ 600.00
R2150124	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES--CARRY OVER 2021	10011303 - 5244	\$ 22,200.00
R2150125	PNC BANK	P CARD - MATERIALS AND SUPPLIES - DECEMBER 2021	66211900 - 5200	\$ 7,200.00
R2150125	PNC BANK	P CARD - SERVICES - DECEMBER 2021	66211900 - 5300	\$ 2,800.00
R2150135	PNC BANK	PNC CARD 5200	21411306 - 5200	\$ 5,000.00
R2150135	PNC BANK	PNC CARD 5300	21411306 - 5300	\$ 5,000.00
R2150140	AG-PRO OHIO LLC	EQUIPMENT REPAIRS - DECEMBER 2021	66211900 - 5328	\$ 7,000.00
R2150142	VARIOUS JFS RESIDENTIAL TREATMENT	PLACEMENT CARE	22511607 - 5342	\$120,986.25
R2150149	ROBOTRONICS INC	EMS PROGRAM SUPPLIES--ANDY AMBULANCE	10011303 - 5215	\$ 10,379.00
R2150151	VARIOUS JFS ADOPTION ASSISTANCE	PASSS THERAPY & RESPITE	22511607 - 5350	\$ 15,540.00
R2150162	OHIO CAT	TRANSFER SWITCH GENERATOR SERVICES AT LOWER	66211900 - 5410	\$ 35,750.00
R2150164	PNC BANK	PROCUREMENT CARD--MATERIAL & SUPPLIES-- CARRY	10011303 - 5200	\$ 16,400.00
R2150164	PNC BANK	PROCUREMENT CARD--SERVICES & CHARGES--CARRY OVER	10011303 - 5300	\$ 5,000.00
R2150165	XYLEM WATER SOLUTIONS USA INC	REHAB ACPS PUMP 0041063	66211900 - 5428	\$ 45,560.35
R2150173	TREASURER STATE OF OHIO BBS	NOV.-DEC. 2021	10011301 - 5380	\$ 7,100.00
R2150180	VARIOUS JFS PRC	PRC CLIENT SVS	22411602 - 5348	\$ 16,755.00
R2150182	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - DECEMBER 2021	66211900 - 5338	\$100,000.00
R2150183	OHIO EDISON CO	ELECTRIC SERVICE - DECEMBER 2021	66211900 - 5338	\$ 17,500.00
R2150184	VARIOUS JFS WIA	WIOA OJT TUITION FEES	22311611 - 5348	\$ 90,000.00
R2150185	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE - DECEMBER 2021	66211900 - 5338	\$ 5,200.00
R2150188	NORTH CENTRAL JOBS FOR OHIO GRADUATES	WIOA CCMEP TRAINING	22311611 - 5348	\$ 9,250.00
R2150188	NORTH CENTRAL JOBS FOR OHIO GRADUATES	WIOA CCMEP TRAINING	22411601 - 5348	\$ 10,000.00
R2150189	GOODWILL INDUSTRIES INC	WIOA CCMEP WORK EXP	22311611 - 5348	\$ 3,000.00
R2150189	GOODWILL INDUSTRIES INC	WIOA CCMEP WORK EXP	22411601 - 5348	\$ 2,200.00
R2150194	BUCKEYE RANCH INC	MSY PLACEMENT CARE	70161605 - 5342	\$ 12,910.26
R2150194	BUCKEYE RANCH INC	FLEXIBLE FUNDING POOL PLACEMENT CARE	70161608 - 5342	\$ 10,675.00
R2150200	GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA	MSY PLACEMENT CARE	70161605 - 5342	\$ 10,621.22
R2150202	CHILDRENS HOSPITAL MEDICAL CENTER	MSY PLACEMENT CARE	70161605 - 5342	\$ 27,744.02
R2150203	HITTLE HOUSE	MSY PLACEMENT CARE	70161605 - 5342	\$ 16,775.00
R2150204	EASTWAY CORPORATION	MSY PLACEMENT CARE	70161605 - 5342	\$ 13,950.00

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

R2150206	BOARD OF DEVELOPMENTAL DISABILITIES	HELP ME GROW	70161606 - 5348	\$ 51,802.20
R2150207	RUMPKE TRANSPORTATION LLC	UTILITY ROOM AND RESTROOM	68011916 - 5410	\$ 25,000.00
R2150210	ENA INC	IMPROVEMENTS AT FLEXIBLE FUNDING POOL PLACEMENT CARE	70161608 - 5342	\$ 7,520.00
R2150216	OHIO DEPARTMENT OF MEDICAID	MSY REIMBURSEMENT	70161605 - 5319	\$ 33,281.00
R2150218	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARKSHAW 4TH QTR SURCHARGE	66211900 - 5319	\$150,000.00
R2150220	RECYCLED SYSTEMS FURNITURE INC	REIMBURSEMENT PER IGA FURNITURE FOR CONTROL ROOM AT AC	66211900 - 5201	\$ 6,067.00

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

**5  
RESOLUTION NO. 21-1278**

**IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MARION GOODWILL INDUSTRIES, INC., FOR THE PURCHASE OF COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM AND WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH PROGRAM SERVICES:**

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

WHEREAS, the Director of Job & Family Services recommends approval of the second contract amendment with Marion Goodwill Industries, Inc., for the Purchase of Comprehensive Case Management Employment Program and Workforce Innovation and Opportunity Act Youth Program Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Second Amendment to the Contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Marion Goodwill Industries, Inc., for the Purchase of Comprehensive Case Management Employment Program and Workforce Innovation and Opportunity Act Youth Program Services, as follows:

**Second Amendment  
To Contract for the Purchase of  
Comprehensive Case Management Employment Program  
And Workforce Innovation and Opportunity Act  
Youth Program Services  
Between  
Delaware County Department of Job and Family Services  
and  
Marion Goodwill Industries, Inc.**

This Second Amendment of the Contract For The Provision of Youth Program Services is entered into this 27<sup>th</sup> day of December, 2021 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Marion Goodwill Industries, Inc. (hereinafter "Provider") whose address is 340 West Fairground Street, Marion, Ohio 43302 (hereinafter collectively the "Parties").

**WHEREAS**, the Parties entered into the Contract for Youth Program Services ("Contract") on July 23, 2020.

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

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
  - A. Provider shall have the option to provide youth program services for participants who have entered the Follow-up phase. Services during the Follow-up phase shall be limited to the three elements listed below. Services may be provided to participants who were referred to any of the three elements either prior to or after entering Follow-up. Services must not exceed the 12-month Follow-up period after program exit.

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

- Financial literacy education
- Adult mentoring
- Preparation for and transition to post-secondary education/training

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

**6**  
**RESOLUTION NO. 21-1279**

**IN THE MATTER OF AUTHORIZING THE APPLICATION FOR PAYMENT UNDER THE UNITED STATES DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") recognizes the ongoing impacts of the COVID-19 public health emergency within Delaware County, including impacts to housing stability; and

WHEREAS, Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance; and

WHEREAS, Delaware County is an eligible grantee under the Act and may receive a direct payment, subject to the Act and the emergency rental assistance program terms;

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

Section 1. The Board hereby authorizes the County Administrator to submit an application for payment under the United States Department of the Treasury Emergency Rental Assistance Program, as authorized by the Act.

Section 2. The Board hereby authorizes the County Administrator to approve and execute the award terms form as chief executive officer on behalf of the Board and Delaware County.

Section 3. The Board hereby authorizes the County Administrator to take any other actions reasonably necessary to secure payment as contemplated herein.

Section 4. This Resolution shall take effect immediately upon adoption.

**U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE**

Eligible grantee name and address:  
Delaware County  
91 North Sandusky Street Delaware OH, 43015

DUNS Number: 07-164-3472  
Taxpayer Identification Number: 31-6400065  
Assistance Listing Number and Title: 21.023- Emergency Rental Assistance Program

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

attached hereto.

\_\_\_\_\_  
Authorized Representative Signature (above)  
[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name:  
Authorized Representative Title:  
Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date:

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury’s system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

**U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE  
Award Terms and Conditions**

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
    - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance;
    - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflict of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any

contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

- vi. A court or grand jury; and/or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

**7**  
**RESOLUTION NO. 21-1280**

**IN THE MATTER OF APPROVING THE REVOLVING LOAN FUND ADMINISTRATION AGREEMENT BETWEEN DELAWARE COUNTY AND THE OHIO DEVELOPMENT SERVICES AGENCY:**

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

WHEREAS, the Economic Development Administrator recommends approving the Revolving Loan Fund Administration Agreement between Delaware County and the Ohio Development Services Agency for January 2022 through December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Revolving Loan Fund Administration Agreement between Delaware County and the Ohio Development Services Agency for January 2022 through December 31, 2026 in the following form:

**Housing Revolving Loan Fund Administration Agreement**

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor") and **Delaware County Board of Commissioners** (the "Grantee") for the period beginning **January 1, 2022** (the "Effective Date") and ending **December 31, 2026** (the "Termination Date").

**Background Information**

- A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of:
  - 1. improving the affordable housing stock; and
  - 2. providing for the affordable housing needs of low- and moderate-income persons in designated areas of the Housing Revolving Loan Fund.
- D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

acknowledged, the parties agree as follows:

**Statement of the Agreement**

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.
2. **Definitions.**
  - a. Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
  - b. Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.
3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.
4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.
5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.
6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.
7. **Subrecipient Agreements.** Except under circumstances subject to OCD Program Policy [20-04, Use of Subrecipients for Public Services Activities](#), Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.
8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.
9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.
- a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**
- i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.
- ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.
- b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.** If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.
- c. Additional guidance can be found at <https://development.force.com/OCDTA/s/article/Community-Housing-Impact-and-Preservation-CHIP-Program-Environmental-Review-Requirements-for-Utilizing-Partner-Program-Income>
12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.
14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.
17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 176.05 and 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

**21. Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

**22. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

**23. Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

**24. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**25. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

(including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

**26. Adherence to State and Federal Laws, Regulations.**

- a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**27. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

**28. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

**29. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

**30. Miscellaneous.**

- a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

- d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:  
Ohio Department of Development Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attention: Deputy Chief
- ii. In the case of Grantee, to:  
Delaware County Board of Commissioners  
91 N Sandusky St,  
Delaware, OH 43015
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02 (the “Expense Rule”), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

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

**8**  
**RESOLUTION NO. 21-1281**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR EMERGENCY MEDICAL SERVICES:**

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

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

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

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

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

<b>Appointing Authority:</b>	Board of Commissioners
<b>Office/Department:</b>	Emergency Medical Services:
Daily spending per card:	\$3,000.00
Monthly spending per card:	\$7,500.00
Single transaction limit:	\$3,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Anna Smith
Department Coordinator:	Sarah Dinovo

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

**9**  
**RESOLUTION NO. 21-1282**

**IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR TRASH DUMPSTER SERVICES CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:**

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

WHEREAS, the Delaware County Regional Sewer District desires to contract for trash dumpster rental, waste collection, and hauling services at various facilities of the Delaware County Regional Sewer District; and

WHEREAS, Sewer District staff has developed the contract documents and technical specifications for the needed trash dumpster services;

NOW, THEREFORE, BE IT RESOLVED that the specifications for the project known as Trash Dumpster Services are hereby approved, and the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Legal Notice  
Invitation to Bid**

The Delaware County Commissioners are seeking competitive bids from contractors for a one (1) year contract with two optional one-year extensions for providing trash dumpster rental, waste collection, and hauling services at various facilities of the Delaware County Regional Sewer District. Bids will be received at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, until **12:00 p.m. on January 28, 2022**. At that time, bids will be opened and read aloud.

The bids must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "TRASH DUMPSTER SERVICES."

This public notice and the complete Invitation to Bid are posted on the internet and may be viewed on

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

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

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

Questions about the bid shall be directed in writing to Julie McGill via email at [jmcgill@co.delaware.oh.us](mailto:jmcgill@co.delaware.oh.us).

Delaware Gazette Advertisement Date:  
January 4, 2022

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

**10**

**RESOLUTION NO. 21-1283**

**IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC, FOR 2022-2023 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT, DCRSD CONTRACT #22-02:**

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

WHEREAS, sealed bids for the 2022-2023 Calcium Nitrate Chemical Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 11:00 a.m. Friday, December 3, 2021; and

WHEREAS, two (2) bids were received, and the lowest and best responsive bid received was from Evoqua Water Technologies, LLC; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Evoqua Water Technologies, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the 2022-2023 Calcium Nitrate Chemical Supply Contract to Evoqua Water Technologies, LLC, and directs the Sanitary Engineer to prepare the necessary Notice of Award and contract documents and submit them to the contractor for execution;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners hereby approves the following agreement with Evoqua Water Technologies, LLC:

**2022-2023 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT  
DCRSD CONTRACT #22-02**

This Agreement is made and entered into on December 27, 2021 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Evoqua Water Technologies LLC (“Contractor”), hereinafter collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONTRACTOR**

1.1 The Contractor will provide and deliver calcium nitrate (the “Services”) in accordance with the Invitation to Bid and Specifications for 2022-2023 Calcium Nitrate Chemical Supply Contract - DCRSD Contract #22-02 (the “Bid Documents”), which are by this reference fully incorporated herein.

**2 SUPERVISION OF WORK**

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

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

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

**4 COMPENSATION**

- 4.1 Compensation shall be based upon the unit price in Contractor's Bid.

**5 NOTICES**

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

County:

Name: Julie McGill  
 Address: 50 Channing St. Delaware, OH 43015  
 Telephone: (740) 833-2240  
 Email: [jmcgill@co.delware.oh.us](mailto:jmcgill@co.delware.oh.us)

Contractor:

Name of Principal in Charge: Jennifer Miller  
 Address of Firm: 2650 Tallevast Road  
 City, State, Zip: Sarasota, FL 34243  
 Telephone: (941) 359-7930  
 Email: [municipalservices@evoqua.com](mailto:municipalservices@evoqua.com)

**6 PAYMENT**

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

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 7.3 This Agreement shall expire on December 31, 2023, with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both County and Contractor.

**8 INDEMNIFICATION**

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

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**9 INSURANCE**

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**10 MISCELLANEOUS TERMS AND CONDITIONS**

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
  
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
  
- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
  
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

**11**

**RESOLUTION NO. 21-1284**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANSER ADVISORY MANAGEMENT LLC FOR ON-CALL CONSTRUCTION INSPECTION SERVICES FOR 2022-2023:**

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Anser Advisory Management, LLC for on-call construction inspection services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Anser Advisory Management LLC:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 27<sup>th</sup> day of December, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Anser Advisory Management, LLC, 3770 Ridge Mill Drive, Columbus, Ohio 43026 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

**11 SERVICES PROVIDED BY CONSULTANT**

- 11.1 The Consultant will provide on-call construction inspection services (the “Services”).
  
- 11.2 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.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

- 11.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the following documents, by this reference made part of this Agreement:  
Exhibit A – Fee Proposal

**12 SUPERVISION OF SERVICES**

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

**13 AGREEMENT AND MODIFICATIONS**

- 13.1 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.

**14 FEES AND REIMBURSABLE EXPENSES**

- 14.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3.
- 14.2 Total compensation under this Agreement shall not exceed Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) without subsequent modification.
- 14.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

**15 NOTICES**

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office  
Attn: Nathan Givens

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: ngivens@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Matthew Holdren, CCM, CEP

Address of Firm: 3770 Ridge Mill Drive

City, State, Zip: Columbus, Ohio 43026

Telephone: (614) 487-1335

Email: matthew.holdren@anseradvisory.com

**16 PAYMENT**

- 16.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer for Services performed to date in accordance with the Consultant’s Fee Schedule.
- 16.2 Invoices shall be submitted to the Sanitary Engineer by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

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

**17 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

17.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Sanitary Engineer and shall complete the Services no later than December 31, 2023.

17.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

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

**18 SUSPENSION OR TERMINATION OF AGREEMENT**

18.1 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.

18.2 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.

**19 CHANGE/ADDITIONS IN SCOPE OF SERVICES**

19.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only take effect if approved in a writing signed by both Parties in accordance with Section 3.1.

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

**20 OWNERSHIP**

20.1 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

20.2 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.

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

**21 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

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

21.2 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.

**22 INDEMNIFICATION**

22.1 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.

**23 INSURANCE**

23.1 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.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

- 23.2 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.
- 23.3 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.
- 23.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 23.5 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.
- 23.6 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.

#### **24 MISCELLANEOUS TERMS AND CONDITIONS**

- 24.1 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.
- 24.2 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.**
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

- 24.8 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.
  
- 24.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
  
- 24.10 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.
  
- 24.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

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

**12-a**

**RESOLUTION NO. 21-1285**

**IN THE MATTER OF APPROVING A DECREASE AND SUPPLEMENTAL APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:**

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

<b>Decrease Appropriation</b>		
66211900-5319	SRF Operations & Maintenance/Reimbursement	514,200.00
<b>Supplemental Appropriation</b>		
66811900-5710	Concord Scioto Surcharge/Interest Payments- Notes/Loans	514,200.00
66911900-5301	Concord Scioto Comm Dev Charge/Contracted Prof Services	41,624.60

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

**12-b**

**RESOLUTION NO. 21-1286**

**IN THE MATTER OF APPROVING A DECREASE AND SUPPLEMENTAL APPROPRIATION FOR THE YEAR 2022 FOR THE REGIONAL SEWER DISTRICT:**

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

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

**2022 Decrease Appropriation**

66211900-5319	SRF Operations & Maintenance/Reimbursement	475,000.00
---------------	--	------------

**2022 Supplemental Appropriation**

66811900-5710	Concord Scioto Surcharge/Interest Payments- Notes/Loans	475,000.00
---------------	--	------------

66911900-5301	Concord Scioto Comm Dev Charge/Contracted Prof Services	45,000.00
---------------	--	-----------

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

**13**

**RESOLUTION NO. 21-1287**

**IN THE MATTER OF APPROVING GMP AMENDMENT NO. 1 TO THE CONSTRUCTION  
MANAGER AT RISK AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF  
COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE DELAWARE COUNTY  
BYXBE CAMPUS DACC REDEVELOPMENT:**

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

WHEREAS, the Director of Facilities recommends approval of GMP Amendment No. 1 to the CMAR Agreement between the Delaware County Board of Commissioners and Gilbane Building Company for the Delaware County Byxbe Campus DACC Redevelopment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves GMP Amendment No. 1 to the CMAR Agreement between the Delaware County Board of Commissioners and Gilbane Building Company for the Delaware County Byxbe Campus DACC Redevelopment, as follows:

**GMP Amendment No. 1**

(Copy of file in the Commissioners’ office until no longer of administrative value).

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

**14**

**RESOLUTION NO. 21-1288**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR COMMON ACCESS  
DRIVE FOR HOOVER VIEW:**

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

WHEREAS, Jiehcn Liu has submitted the Plat of Subdivision (“Plat”) for Common Access Drive for Hoover View, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Delaware County Health Department has reviewed said Plat for conformance with their Regulations and approved said Plat on October 21, 2021; and

WHEREAS, the Genoa Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on October 21, 2021; and

WHEREAS, Del-Co Water has reviewed said Plat for conformance with their Regulations and approved said Plat on October 21, 2021; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 3, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 8, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on December 16, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Common Access Drive for Hoover View;

**Common Access Drive for Hoover View**

Situated in the State of Ohio, County of Delaware, Township of Genoa, Section 1, Township 3, Range 17,

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

United States Military Lands, being 16.752 acres of land out of that 16.752 acre tract conveyed to Jiehcun Liu by Deed of Record in Deed Book 1769, Page 1540-1541 of record in the Recorder’s Office, Delaware County, Ohio. Cost; \$15.

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

**15**

**RESOLUTION NO. 21-1289**

**IN THE MATTER OF ACCEPTING THE ROAD, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING THE SURETY FOR SCIOTO RESERVE EXTENSION:**

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

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

- An addition of 0.08 mile to Township Road Number 1211, Cherry Glen Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, CM Vince Property, Ltd.;

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

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

**16**

**RESOLUTION NO. 21-1290**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY 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 Delaware County 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 county engineer’s assistants when on official business; and

WHEREAS, the Delaware County Engineer’s Office (the “Engineer”) has a need for one single axle dump truck for use in performing the office’s official duties; and

WHEREAS, JC Stoops Western Star of Ohio has one used 2012 International single axle dump truck that meets the need of the requirement for the single axle dump truck.

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 one 2012 International single axle dump truck, VIN #1HTWDAAROCJ590150 with no warranty in the amount of \$45,000.

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

**17**

**RESOLUTION NO. 21-1291**

**IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD OF TRUSTEES:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for making several appointments to the Delaware County District Library Board of Trustees (the “Library Board”), pursuant to section 3375.22 of the Revised Code; and

WHEREAS, the term for Michael Butler will expire on December 31, 2021, and a new member must be

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

appointed; and

WHEREAS, Beth Lear has applied for appointment to the Library Board and meets all residency requirements stipulated by section 3375.22 of the Revised Code;

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

Section 1. The Board of Commissioners hereby approves the appointment of Beth Lear to the Delaware County District Library Board of Trustees for the term commencing January 1, 2022, and ending December 31, 2028.

Section 2. The appointment approved herein shall be effective on January 1, 2022.

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

**18**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator

-No reports.

**19**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

-The Buckeyes are scheduled to play their bowl game on New Year's Day.

Commissioner Lewis

-Wishes everyone a Happy New Year.

Commissioner Merrell

-Hopes everyone had a Merry Christmas.

-Happy New Year.

**20**

**RESOLUTION NO. 21-1292**

**IN THE MATTER OF DELEGATING TEMPORARY AUTHORITY TO THE COUNTY ADMINISTRATOR:**

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific executive or discretionary authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, due to the cancelation of regular sessions of the Board at the end of the current calendar year and prior to the Board's meeting on January 13, 2022, the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from December 28, 2021 through January 12, 2022, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 20-971, which shall remain in full force and effect.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**21**

**RESOLUTION NO. 21-1293**

**IN THE MATTER OF DELEGATING AUTHORITY TO THE DIRECTOR OF THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:**

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

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

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county’s funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such request a resolution authorizing such from that county’s board of county commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time; and

WHEREAS, the Delaware County Department of Job and Family Services provides services and supports daily operations through various contracts, agreements, and memoranda of understanding; and

WHEREAS, these various contracts, agreements, and memoranda of understanding include Workforce Investment contracts and agreements; On the Job Training and other Training and work subsidies to employers; Individual Training Accounts; PRC contracts and agreements for work related activities and employer subsidies; Children Services Individual Child Care Agreements and Memoranda of Understanding to document responsibilities for referral processes and core services with various community partners; and

WHEREAS, the Ohio Attorney General, in Opinion No. 2004-031, dated August 25, 2004, affirmed that “a Board of County Commissioners may, by resolution pursuant to R.C. 329.04(A)(7) and (B) or R.C. 329.05, assign to the County Department of Job and Family Services authority for the County Director of Job and Family Services to enter into contracts and agreements necessary to perform these powers and duties.”;

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

Section 1. The Director of the Delaware County Department of Job and Family Services is hereby authorized to serve as the Delaware County Board of Commissioners’ designee with authority to sign inter-county adjustment agreements on behalf of Delaware County until December 31, 2022.

Section 2. The Director of the Delaware County Department of Job and Family Services is hereby authorized to develop and enter into service plans, contracts, agreements, and memoranda of understanding for the following: workforce investment activities, on the job training and other training and work subsidies to employers, individual training accounts, PRC plan, agreements for work related activities and employer subsidies, children services individual child care, and referral process and core services with community partners.

Section 3. In the absence of the Director of the Delaware County Department of Job and Family Services the Director may authorize a designee of the Delaware County Department of Job and Family Services to exercise the authority delegated in Sections 1 and 2 of this Resolution.

Section 4. This Resolution shall take immediate effect upon adoption and shall supersede any prior resolutions delegating authority as set forth herein.

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

22

RESOLUTION NO. 21-1294

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE YEAR 2022  
APPROPRIATIONS:

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

Transfer of Funds

From	To	
10011102-5801	20315101-4601	2,000,000.00
Commissioners General/Interfund Cash Transfer	Data Center/Interfund Revenues	
10011102-5801	21011113-4601	800,000.00

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

Commissioners General/Interfund Cash Transfer	Economic Development/Interfund Revenues	
10011102-5801	23612302-4601	15,945.31
Commissioners General/Interfund Cash Transfer	Victims of Crime Grant/Interfund Revenues	
10011102-5801	27426313-4601	19,195.00
Commissioners General/Interfund Cash Transfer	Crime Victims Grant/Interfund Revenues	
10011102-5801	41711436-4601	1,309,000.00
Commissioners General/Interfund Cash Transfer	Capital Acquisition & Project/Interfund Revenues	
10011102-5801	42011438-4601	3,000,000.00
Commissioners General/Interfund Cash Transfer	Capital Improvements/Interfund Revenues	
10011102-5801	60111901-4601	575,000.00
Commissioners General/Interfund Cash Transfer	Property & Casualty Ins/Interfund Revenues	
10011110-5801	22411601-4601	466,471.00
Human Services/Interfund Cash Transfer	JFS Income Maintenance/Interfund Revenues	
10011110-5801	22511607-4601	700,000.00
Human Services/Interfund Cash Transfer	Childrens Services/Interfund Revenues	
24820101-5801	10011102-4601	627,869.73
Title Administration/Interfund Cash Transfer	Commissioners General/Interfund Revenues	

This Resolution shall take effect on January 1, 2022.

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

**23**

**RESOLUTION NO. 21-1295**

**IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:**

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Deputy County Administrator recommend authorization to use

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011101-5294	Commissioners Admin	500.00	Refreshments for meetings
10011101-5381	Commissioners Admin	500.00	Refreshments for meetings
10011102-5294	Commissioners General	2,000.00	Refreshments for meetings
10011105-5294	Land and Buildings	300.00	Hot weather hydration
10011108-5294	Human Resources	500.00	Refreshments and coffee for trainings and orientation
10011139-5294	Public Info/Community Relations	1,000.00	Refreshments for events hosted by County Commissioners
10011139-5381	Public Info/Community Relations	4,000.00	Refreshments for events hosted by County Commissioners
10011301-5294	Building Safety	250.00	Hot weather hydration
10011303-5294	Emergency Medical Services	3,000.00	Refreshments for meetings, events and hot weather hydration
21011113-5294	Economic Development	2,000.00	Refreshments for meetings and business appreciation events
21011116-5382	Economic Development/Business Development Meetings	3,000.00	Refreshments and meals for business meetings
22411605-5294	JFS Administration	2,000.00	Refreshments for meetings and events
22511607-5294	Children Services	1,000.00	Refreshments for meetings and events
22511607-5381	Children Services	2,000.00	Foster parent dinner catering, refreshments for meetings and events
23711630-5294	Child Support Enforcement Agency	100.00	Refreshments for events
23711630-5381	Child Support Enforcement Agency	500.00	Refreshments for events
66211900-5294	SRF Operations & Maintenance	4,500.00	Food during emergencies and hot weather hydration
	<b>TOTAL</b>	<b>\$27,150.00</b>	

Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect on January 1, 2022.

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

**24**

**RESOLUTION NO. 21-1296**

**IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:**

It was moved by Commissioner Benton that in the matter of re-organization of the Board of Commissioners that as President of the Board of Commissioners for the year 2022 we appoint Commissioner Lewis. Motion seconded by Commissioner Merrell.

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

**25**

**RESOLUTION NO. 21-1297**

**IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:**

It was moved by Commissioner Merrell, that in the matter of re-organization of the Board of Commissioners that as Vice-President of the Board of Commissioners for the year 2022 we appoint Commissioner Benton.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

Motion seconded by Commissioner Lewis.

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

**26**

**RESOLUTION NO. 21-1298**

**RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2022:**

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners’ Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate, only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW, THEREFORE, BE IT RESOLVED that Gary Merrell, Delaware County Commissioner, is designated as the Official Voting Representative of Delaware County;

BE IT FURTHER RESOLVED that Barb Lewis, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

**27**

**RESOLUTION NO. 21-1299**

**IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to appoint the following to the following boards and commissions:

Area 7 Board- Gary Merrell

Board of Revision-Jeff Benton

Bridges Community Action Agency Board -Barb Lewis  
(Previously the Community Action Organization Board)

County Commissioners Association of Ohio (CCAO) -All 3 Commissioners  
CCAO - Gary Merrell Voting Member /Voting Alternate -Barb Lewis

CCAO/County Employee Benefits Consortium of Ohio (CEBCO) -All 3 Commissioners  
CCAO/(CEBCO)– Jeff Benton Board Member

CCAO/County Risk Sharing Authority (CORSA) -All 3 Commissioners  
CCAO/CORSA- Gary Merrell representative /board member

CEBCO and CORSA Additional Alternate- Deputy County Administrator Dawn Huston

Central Ohio Youth Center Board (Joint Detention Center) –All 3 Commissioners  
Central Ohio Youth Center Board (Joint Detention Center) –Trustee- Jeff Benton, Trustee-Gary Merrell

Community Corrections Planning Board – Barb Lewis

Data Processing Board – Gary Merrell

Delaware Entrepreneurial Center at OWU-Gary Merrell

Delaware County Job and Family Services Community Planning Committee- All 3 Commissioners

Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners

DKMM Solid Waste District - All 3 Commissioners

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021

DKMM Solid Waste District Executive Committee – Gary Merrell

DKMM Policy Board –Barb Lewis

DKMM Budget/Audit Committee – Jeff Benton

EMA/LEPC – Barb Lewis  
Alternate-Brian Galligher, Executive Director Veterans Service

Family and Children's First Council – Barb Lewis

Investment Committee –Barb Lewis and Jeff Benton

MORPC-All 3 Commissioners

911 Board-Gary Merrell  
911 Board alternate- Jeff Benton

Regional Planning - All 3 Commissioners

Regional Planning Executive Committee – Gary Merrell  
Regional Planning Executive Alternate- Jeff Benton

Records Commission – Jeff Benton

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

**RESOLUTION NO. 21-1300**

**IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSION SCHEDULED FOR THURSDAY DECEMBER 30, 2021:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to cancel the Commissioners’ session scheduled for Thursday December 30, 2021.

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

**28**

**RESOLUTION NO. 21-1301**

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

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

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

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

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

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

**RESOLUTION NO. 21-1302**

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

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

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

There being no further business, the meeting adjourned.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2021**

---

---

Gary Merrell

---

Barb Lewis

---

Jeff Benton

---

Jennifer Walraven, Clerk to the Commissioners