

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 20, 2022**

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

**Present:**  
**Barb Lewis, President**  
**Gary Merrell, Commissioner**

**Absent:**  
**Jeff Benton, Vice President**

**1**  
**RESOLUTION NO. 22-27**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 13, 2022:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 13, 2022; 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                      Absent

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

**3**  
**JEFF FISHEL, DIRECTOR, DELAWARE COUNTY EMS**  
**DELAWARE COUNTY EMS AWARDED THE MISSION LIFELINE GOLD PLUS AWARD FOR 2021**

**4**  
**RESOLUTION NO. 22-28**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0119, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0119 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0119:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0119, memo transfers in batch numbers MTAPR0119, Procurement Card Payments in batch number PCAPR0119 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
	P2200835 line 2(City of Delaware)	Municipal Court 40% share	10029203-5360	\$42,609.00
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R2200993	CEBCO	2022 MEDICAL AND PRESCRIPTION	60211902 - 5370	\$18,000,000.00
R2200994	DELTA DENTAL PLAN OF OHIO	2022 PREMIUM	60211902 - 5370	\$190,000.00
R2200996	INTERFLEX PAYMENTS LLC	2022 FSA ADMIN FEES	60211902 - 5370	\$13,000.00
R2200997	INTERFLEX PAYMENTS LLC	2022 FSA CLAIMS	60211925 - 5370	\$350,000.00
R2201117	CELL SITE CAPITAL LLC	CELLULAR FIBER PROFESSIONAL SERVICES	21011113 - 5301	\$12,000.00
R2201196	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE	66211900 - 5338	\$120,000.00
R2201217	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211900 - 5201	\$6,250.00
R2201234	FACILITIES	VEHICLE FUEL AND PARTS	66211900 - 5228	\$120,000.00
R2201234	FACILITIES	VEHICLE REPAIRS	66211900 - 5328	\$8,000.00

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R2201245	CONSOLIDATED ELECTRIC	ELECTRIC SERVICE	66211900 - 5338	\$15,000.00
R2201250	COLUMBIA GAS OF OHIO	GAS SERVICE	66211900 - 5338	\$25,000.00
R2201254	OHIO EDISON CO	ELECTRIC SERVICE - LOWER SCIOTO AND PACKAGE PLANTS	66211900 - 5338	\$180,000.00
R2201255	DEL CO WATER CO INC	WATER SERVICE	66211900 - 5338	\$25,000.00
R2201257	PNC BANK	P CARD - MATERIALS AND SUPPLIES	66211900 - 5200	\$50,000.00
R2201257	PNC BANK	P CARD - SERVICES	66211900 - 5300	\$75,000.00
R2201263	RUMPKE CONSOLIDATED	TRASH SERVICES - ALUM CREEK LOWER SCIOTO	66211900 - 5338	\$1,000.00
R2201263	RUMPKE CONSOLIDATED	SLUDGE DISPOSAL	66211900 - 5380	\$200,000.00
R2201271	QUASAR ENERGY GROUP	SLUDGE DISPOSAL	66211900 - 5380	\$125,000.00
R2201275	VERIZON	PHONE EQUIPMENT	66211900 - 5201	\$1,500.00
R2201275	VERIZON	AIR CARDS	66211900 - 5315	\$6,000.00
R2201275	VERIZON	CELL PHONES	66211900 - 5330	\$20,000.00
R2201285	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	66211900 - 5201	\$21,000.00
R2201289	MENARD INC	OPERATING SUPPLIES	66211900 - 5201	\$15,000.00
R2201290	OHIO UTILITIES PROTECTION	ANNUAL OUPS ASSESSMENT FEES SAFETY CALLOUTS	66211900 - 5301	\$9,760.00
R2201297	NORTHWOODS CONSULTING PARTNERS	MAINTENANCE CONTRACT	23711630 - 5320	\$9,650.00
R2201299	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	23711630 - 5201	\$5,000.00
R2201299	STAPLES BUSINESS ADVANTAGE	ENVELOPES PRINTED MATERIALS	23711630 - 5313	\$500.00
R2201300	OHIO CSEA DIRECTORS ASSOC INC	ANNUAL DUES	23711630 - 5308	\$6,255.00
R2201300	OHIO CSEA DIRECTORS ASSOC INC	MEMBERSHIP DUES	23711630 - 5308	\$60.00
R2201300	OHIO CSEA DIRECTORS ASSOC INC	REGISTRATION FEES	23711630 - 5305	\$500.00
R2201308	STEFFENS SHULTZ INC	REPLACEMENT PUMP FOR THE CHILLER	10011105 - 5228	\$8,200.00
R2201341	DELAWARE MUNICIPAL COURT JUSTICE CTR	JUROR REIMBURSEMENT	10029203 - 5360	\$40,000.00
R2201341	DELAWARE MUNICIPAL COURT JUSTICE CTR	WITNESS REIMBURSEMENT	10029203 - 5360	\$10,000.00
R2201355	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS	66211900 - 5301	\$35,000.00
R2201357	BECKMAN ENVIRONMENTAL SERVICES INC	HIGH TIDE SERVICE	66211900 - 5330	\$10,000.00
R2201360	BONDED CHEMICALS INC	CHEMICALS	66211900 - 5290	\$62,500.00
R2201362	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS SUPPLIES	66211900 - 5228	\$5,000.00
R2201362	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE REPAIRS	66211900 - 5328	\$5,000.00
R2201375	CERTIFIED LABORATORIES	OPERATING SUPPLIES	66211900 - 5201	\$17,000.00
R2201375	CERTIFIED LABORATORIES	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$2,500.00
R2201384	ULINE INC	Tables and chairs for Training	10011303 - 5305	\$10,000.00
R2201386	ADVANTAGE FAMILY OUTREACH & FOSTER	PLACEMENT CARE	22511607 - 5342	\$10,000.00
R2201388	BAIR FOUNDATION,	PLACEMENT CARE	22511607 - 5342	\$35,000.00
R2201389	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS - BIOXIDE	66211900 - 5290	\$175,000.00
R2201390	BUCKEYE RANCH INC	PLACEMENT CARE	22511607 - 5342	\$125,000.00
R2201391	CORNELL ABRAXAS GROUP LLC	PLACEMENT CARE	22511607 - 5342	\$30,000.00
R2201395	PHOENIX SAFETY OUTFITTERS LLC	EMS UNIFORMS	10011303 - 5225	\$50,000.00
R2201398	FOX RUN HOSPITAL	PLACEMENT CARE	22511607 - 5342	\$1,500.00
R2201399	CINTAS CORPORATION	FIRST AID SUPPLIES	66211900 - 5201	\$3,000.00
R2201399	CINTAS CORPORATION	WATER	66211900 - 5294	\$4,000.00
R2201399	CINTAS CORPORATION	SAFETY TRAINING	66211900 - 5305	\$5,000.00

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R2201399	CINTAS CORPORATION	RENTAL AND CLEANING OF MATS	66211900 - 5328	\$7,000.00
R2201399	CINTAS CORPORATION	RENTAL CLEANING OF UNIFORMS	66211900 - 5336	\$45,000.00
R2201400	HEALING PATHWAYS TRANSITIONAL	PLACEMENT CARE	22511607 - 5342	\$65,000.00
R2201401	KIDS COUNT TOO INC	PLACEMENT CARE	22511607 - 5342	\$50,000.00
R2201407	SCHILLING PROPANE SVS	EMS PROPOANE	10011303 - 5338	\$6,000.00
R2201408	LEGACY RESIDENTIAL HOMES INC	PLACEMENT CARE	22511607 - 5342	\$15,000.00
R2201409	YOUTH INTENSIVE SERVICES INC	PLACEMENT CARE	22511607 - 5342	\$5,650.00
R2201410	LUTHERAN HOMES SOCIETY INC	PLACEMENT CARE	22511607 - 5342	\$35,000.00
R2201411	NATIONAL YOUTH ADVOCATE PROGRAM I	PLACEMENT CARE	22511607 - 5342	\$35,000.00
R2201413	RELIASTAR LIFE INSURANCE CO	2022 GTL PREMIUMS	60211902 - 5370	\$120,000.00
R2201414	FORENSIC FLUIDS LABS	DRUG SCREENING	22511607 - 5342	\$11,775.00
R2201415	SPEAKWRITE LLC	TRANSCRIPTION SERVICES	22511607 - 5342	\$13,847.99
R2201418	NORTH CENTRAL JOBS FOR OHIO GRADUATES	CCMEP WIOA SERVICES	22311611 - 5348	\$15,375.00
R2201418	NORTH CENTRAL JOBS FOR OHIO GRADUATES	CCMEP TANF SERVICES	22411603 - 5348	\$15,375.00
R2201419	GOODWILL INDUSTRIES INC	CCMEP WIOA SERVICES	22311611 - 5348	\$19,531.90
R2201419	GOODWILL INDUSTRIES INC	CCMEP TANF SERVICES	22411603 - 5348	\$11,919.25
R2201423	VERIZON	CELL PHONES	22411605 - 5330	\$30,000.00
R2201428	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION	22411601 - 5355	\$75,190.50
R2201447	OHIO EDISON CO	TOWER ELECTRIC	21411306 - 5338	\$6,600.00
R2201448	XYBIX SYSTEMS INC	DISPATCH CONSOLE MAINTENANCE	21411306 - 5325	\$10,000.00
R2201453	APCO INTERNATIONAL	APCO EMD SOFTWARE	21711326 - 5320	\$11,000.00
R2201455	FRONTIER	FRONTIER PHONE SERVICE	21711326 - 5330	\$25,700.00
R2201456	PNC BANK	PNC 5200	21711326 - 5200	\$5,000.00
R2201456	PNC BANK	PNC 5300	21711326 - 5300	\$5,000.00
R2201461	DIVERSITEC LLC	PRIME, RADNOR, AND 9-1-1 CENTER AC TO DC CONVERTS	21411306 - 5410	\$19,060.00
R2201462	TRICOUNTY VISITING NURSES LLC	YOUTH SUPERVISION	22511607 - 5342	\$60,000.00
R2201464	DELAWARE AUTO SALES LLC	REPAIR CAR 116 0510	60111901 - 5370	\$5,249.85
R2201465	DELAWARE AUTO SALES LLC	REPAIR 2020 FORD POLICE INTERCEPTOR 3851	60111901 - 5370	\$5,242.78
R2201469	DELAWARE AUTO SALES LLC	REPAIR 815 DEER HIT 3850	60111901 - 5370	\$11,259.63
R2201470	MT BUSINESS TECHNOLOGIES INC	PRINTERS & COPIER SVS	22411605 - 5325	\$7,250.00
R2201472	CBTS LLC	VOIP PHONE SERVICE	22411605 - 5330	\$15,000.00
R2201473	MENTAL HEALTH	OHIO START MOU SFY2022	22511607 - 5301	\$21,375.00
R2201477	PCSAO ACCTS REC	2022 MEMBERSHIP DUES	22411605 - 5308	\$7,364.87
R2201477	PCSAO ACCTS REC	TRAINING MEETINGS	22411605 - 5305	\$100.00
R2201478	OJFSDA	2022 MEMBERSHIP DUES	22411605 - 5308	\$9,560.36
R2201500	REP FITNESS LLC	Fitness Equipment	10011303 - 5201	\$6,700.00
R2201506	PNC BANK	PC CHARGES FOR SUPPLIES	10011303 - 5200	\$10,000.00
R2201506	PNC BANK	PC CHARGES FOR SERVICES	10011303 - 5300	\$5,000.00
R2201508	AMERICAN ELECTRIC POWER	EMS ELECTRIC SERVICES	10011303 - 5338	\$20,000.00
R2201509	AMERICAN TRAINCO LLC	TRAINING	10011105 - 5305	\$7,500.00
R2201544	AIR FORCE ONE INC	HVAC MAINTENANCE AND REPAIRS	66211900 - 5328	\$21,800.00
R2201546	GRAINGER INC	OPERATING SUPPLIES	66211900 - 5201	\$10,000.00
R2201546	GRAINGER INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$6,000.00

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R2201546	GRAINGER INC	MAINTENANCE AND REPAIR SUPPLIES	66211900 - 5228	\$2,500.00
R2201547	HACH CO	LAB SUPPLIES	66211900 - 5201	\$12,000.00
R2201549	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE SUPPLIES	66211900 - 5228	\$5,000.00
R2201549	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE REPAIR SERVICES	66211900 - 5328	\$5,000.00
R2201550	HOME DEPOT	OPERATING SUPPLIES	66211900 - 5201	\$20,000.00
R2201551	KE WA PA SALES INC	JANITORIAL SUPPLIES	66211900 - 5201	\$10,000.00
R2201551	KE WA PA SALES INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$1,500.00
R2201552	KONESCranes INC	CRANE AND HOIST REPAIR SERVICES	66211900 - 5328	\$10,000.00
R2201553	KOORSEN PROTECTION SRVC INC	OPERATING SUPPLIES	66211900 - 5201	\$2,500.00
R2201553	KOORSEN PROTECTION SRVC INC	FIRE ALARM INSPECTION SERVICE	66211900 - 5328	\$6,200.00
R2201553	KOORSEN PROTECTION SRVC INC	FIRE ALARM MONITORING	66211900 - 5345	\$500.00
R2201556	METROPOLITAN ENVIRONMENTAL	RENTAL SERVICES	66211900 - 5335	\$5,000.00
R2201556	METROPOLITAN ENVIRONMENTAL	SLUDGE HAULING SERVICES	66211900 - 5380	\$50,000.00
R2201557	M TECH COMPANY	EQUIPMENT PARTS	66211900 - 5228	\$2,500.00
R2201557	M TECH COMPANY	EQUIPMENT REPAIRS	66211900 - 5328	\$5,000.00
R2201557	M TECH COMPANY	SHIPPING - EQUIPMENT	66211900 - 5331	\$1,000.00
R2201559	NCL OF WISCONSIN INC	LAB SUPPLIES	66211900 - 5201	\$11,000.00
R2201563	POLYDYNE INC	CHEMICALS - POLYMER	66211900 - 5290	\$50,000.00
R2201564	RUBBERTEC INDUSTRIAL PROD	OPERATING SUPPLIES	66211900 - 5201	\$6,000.00
R2201566	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES	66211900 - 5201	\$2,000.00
R2201566	TRACTOR SUPPLY COMPANY	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$3,500.00
R2201567	TREASURER,STATE OF OHIO	ANNUAL EPA DISCHARGE PERMIT AND SLUDGE FEES	66211900 - 5316	\$20,000.00
R2201568	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES	66211900 - 5201	\$18,500.00
R2201568	HD SUPPLY FACILITIES MAINT LTD	EQUIPMENT PARTS	66211900 - 5228	\$3,000.00
R2201568	HD SUPPLY FACILITIES MAINT LTD	CHEMICALS - CHLORINATION TABLETS	66211900 - 5290	\$1,000.00
R2201574	FEECORP INC	CLEANING OF WET WELL AT MAXTOWN PUMP STATION	66211900 - 5328	\$6,000.93
R2201577	BLUEBEAM INC	BLUEBEAM REVU OPEN LICENSE	66211900 - 5320	\$13,176.90
R2201578	HR GRAY & ASSOCIATES INC	ANNUAL RENEWAL CONTRACTED INSPECTION SERVICES	66211900 - 5301	\$200,000.00
R2201585	OHIO COMMERCIAL DOOR CO INC	OVERHEAD DOOR REPAIRS	66211900 - 5328	\$10,000.00
R2201590	BEEMS BP DIST INC	FUEL FLUID FOR GENERATORS AND TRUCKS	66211900 - 5228	\$15,000.00
R2201591	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS	66211900 - 5328	\$10,000.00
R2201592	LIMBACH COMPANY LLC	HVAC PREVENTATIVE MAINTENANCE, REPAIR SERVICES	66211900 - 5328	\$44,492.00
R2201614	DELAWARE FLOOR CO INC	CARPET, GLUE, COVEASE, ADHESIVE	10011105 - 5201	\$26,484.00
R2201631	MCNAUGHTON MCKAY INC	ALUM CREEK	66211900 - 5260	\$9,628.68

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

**RESOLUTION NO. 22-29**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Facilities Department is requesting that Shane Friley attend a Pump Repair and Maintenance virtual class from February 7-8, 2022 at the cost of \$1,195.00 (fund number 10011105).

The Facilities Department is requesting that Sean Raeuchle attend a Boiler Operation, Maintenance and Safety class in Columbus, Ohio from May 4-5, 2022 at the cost of \$1,195.00 (fund number 10011105).

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

**6  
RESOLUTION NO. 22-30**

**IN THE MATTER OF A TRANSFER REQUEST FROM FROM N & G TAKAR OIL LLC (DBA SUNOCO FOOD MART US 23) TO TULSAS MART & GAS LLC (DBA SUNOCO DELAWARE), LOCATED AT 1491 US HIGHWAY 23 N, DELAWARE, OHIO 43015 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer request from from N & G Takar Oil LLC (DBA Sunoco Food Mart US 23) to Tulasas Mart & Gas LLC (DBA Sunoco Delaware), located at 1491 US Highway 23 N, Delaware, Ohio 43015; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**7  
RESOLUTION NO. 22-31**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY AUDITOR’S OFFICE, BUILDING SAFETY, DOG WARDEN, FACILITIES MAINTENANCE, SHERIFF’S OFFICE, AND VETERANS SERVICE:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program (the “Program”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Delaware County Auditor’s Office, Building Safety, Dog Warden, Facilities Maintenance, Sheriff’s Office, and Veterans Service Office for the following reasons: (1) existing motor vehicles have reached the end of their useful service lives; and (2) new motor vehicles are necessary to provide safe and reliable transportation for County employees.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Program’s Lease Agreement, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment To Master Equity Lease Agreement, and Credit Application With Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2022 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
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Full size SUV	Ford Explorer	\$6,988.00	2	\$13,976.00
1/2 Ton PU, crew cab, 4WD, 6.5ft bed	Ford F-150	\$6,846.00	1	\$6,846.00
1/2 Ton PU, crew cab, short bed 2WD w/ cap	Ford F-150	\$6,776.00	1	\$6,776.00
Compact Cargo Van	Ford Transit Connect	\$5,556.00	1	\$5,556.00
Wheelchair accessible mini van	Chrysler Pacifica	\$12,025.00	1	\$12,025.00
		<b>TOTAL</b>	<b>6</b>	<b>\$45,179.00</b>

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

**8  
RESOLUTION NO. 22-32**

**IN THE MATTER OF AMENDING PROCUREMENT CARDS FOR THE FACILITIES DEPARTMENT:**

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

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

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

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the 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 cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:                                  County Commissioners  
Office/Department:                                      Facilities/Maintenance

Daily spending per card:                              \$2,000  
Monthly spending per card:                              \$5,000  
Single transaction limit:                                \$2,000  
Daily number of transactions per card:              5  
Monthly number of transactions per card:          50

Name on Card: Kevin Miller

Department Coordinator: Janette Adkins

Appointing Authority:                                  County Commissioners  
Office/Department:                                      Facilities/Maintenance

Daily spending per card:                              \$1,000  
Monthly spending per card:                              \$5,000  
Single transaction limit:                                \$1,000  
Daily number of transactions per card:              5  
Monthly number of transactions per card:          50

Name on Card: Shane Friley

Department Coordinator: Janette Adkins

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

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**RESOLUTION NO 22-33**

**IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH GRANITE INLINER LLC FOR THE 2021 SANITARY SEWER REHABILITATION PROJECT, CONTRACT #1-2022:**

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

WHEREAS, sealed bids for the 2021 Sanitary Sewer Rehabilitation Project, Contract No. 1-2022, were received at www.bidexpress.com at 10:00 a.m. Friday, December 3, 2021; and

WHEREAS, three (3) bids were received, and the lowest and best bid received was from Granite Inliner, LLC; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Granite Inliner, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the 2021 Sanitary Sewer Rehabilitation Project to Granite Inliner, 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 Granite Inliner, LLC:

**AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND  
CONTRACTOR  
FOR DCES CONTRACT 1-2022: 2021 SANITARY SEWER REHABILITATION PROJECT**

This AGREEMENT is by and between Delaware County Board of Commissioners, Delaware, Ohio

(Owner) and Granite Inliner, LLC

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Base Bid and Add Alternates 1 and 2. Sanitary sewer pipe and manhole rehabilitation at three sites including cleaning and televised inspection of approximately 6,200 LF of 8” to 15” sanitary sewer, installation of cured-in-place lining in approximately 2,890 LF of 8” to 15” sanitary sewer, lining of seven manholes, and replacement of two manholes.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*Sanitary sewer pipe and manhole rehabilitation at Highmeadows Village, Africa Road, and East Alum Creek Interceptor sites.*

**ARTICLE 3 - ENGINEER**

3.01 The Project is **designated to** the Delaware County Sanitary Engineer (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. **All inquiries and correspondence shall be directed to Tiffany Maag, P.E., Delaware County Regional Sewer District.**

**The Design Engineer is CDM Smith Inc.**

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word “State” occurs, it is to mean OWNER. Wherever the word “Department” occurs, it is to mean OWNER. Wherever the words “Director”, “Deputy Director” or “Engineer” occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

Within the City of Columbus, Construction and Material Specification, wherever the word “City” occurs, it is to mean OWNER. Wherever the words “Department” or “Division” occur, it is to mean OWNER. Wherever the words “Director” or “Engineer” occur or any other reference to a City of Columbus employee, it is to mean DELAWARE COUNTY SANITARY ENGINEER.

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**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence - All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment-  
**Substantial Completion – 240 days from Notice to Proceed**  
**Final Payment/Completion – 300 days from Notice to Proceed**

4.03 Liquidated Damages-\$1,000/day

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.02 of the General Conditions:

- a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
- b. 92\_percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.02.B.5 of the General Conditions and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.07.

**ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 6 of this contract shall bear interest at the rate of one percent (1.0%) per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.



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B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been provided in Paragraph 5.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages CF-1 to CF-9, inclusive).
2. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (page BF-X, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (Bidding Forms, inclusive).
3. Contract bond (pages BF-13 to BF-14, inclusive).
4. Legal and Fiscal Officers (page CF-10, inclusive).
5. Certificate of Insurance (pages CF-11 inclusive).
6. Addenda (numbers 1 to 2, inclusive).
7. Construction Drawings bearing the following general title: 2021 Sanitary Sewer Rehabilitation Project
8. Specifications and Standard Drawings as listed in the table of contents of the Project Manual-2021 Sanitary Sewer Rehabilitation Project
9. Supplementary Conditions (if needed).
10. General Conditions (pages 1-62, inclusive).

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11. Work Agreements with The Ravines at Meadow Ridge, LLC, and Briskey Concrete, Inc. (collectively, the "Work Agreements").
12. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award
  - b. Notice to Proceed
  - c. Work Change Directive(s).
  - d. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by change order. as provided in Paragraph 3.04 of the General Conditions.

E. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

F. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

**ARTICLE 10 – INSURANCE**

10.1 Insurance Coverage  
Contractor shall maintain insurance as described in the General Conditions and Supplementary Conditions.

10.2 Additional Insureds

The 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 Subsection 10.1. Contractor shall require all of its subcontractors to provide like endorsements.

10.3 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 and properly executed endorsements listing the additional insured as required in Subsection 10.2. 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.

**ARTICLE 11 – INDEMNIFICATION; COMPLIANCE WITH WORK AGREEMENTS**

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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C. The indemnification obligations of Contractor under Paragraph. A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

D. The Contractor shall, in all material respects, comply with the terms and conditions of the Work Agreements, including, without limitation, the following: (1) Contractor shall comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the Work or any portion of the Work; (2) Contractor shall clean up and remove all construction debris from the lands subject to the Work Agreements promptly after completion of the Work; and (3) Contractor shall indemnify, defend, and hold harmless the owners of lands subject to the Work Agreements, and such owners' heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the Contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

**ARTICLE 12 - MISCELLANEOUS**

12.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

12.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Other Provisions

12.05 Findings for Recovery

- A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

12.06 [NOT USED]

12.07 Contractor agrees to the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

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B. That Contractor, any subcontractor, or any person on Contractor’s or subcontractor’s behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on January 20, 2022 (which is the Effective Date of the Agreement).

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

**10**

**RESOLUTION NO. 22-34**

**IN THE MATTER OF APPROVING A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE WATER AND WASTEWATER INFRASTRUCTURE PROGRAM (WWIP):**

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

WHEREAS, the Sanitary Engineer recommends approval of a grant agreement with the Ohio Department of Development for the Water and Wastewater Infrastructure Program (WWIP);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following grant agreement with the Ohio Department of Development:

**Ohio Department of Development  
Water and Wastewater Infrastructure Program  
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor" ), located at 77 South High Street, Columbus, Ohio 43215 and Delaware County Board of Commissioners (the "Grantee") for the period November 1, 2021 to December 31, 2024. Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Water and Wastewater Infrastructure Program (WWIP) in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor’s online system and the contents of this Agreement (collectively, the "Project"). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$5,000,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Application which is herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in Exhibit IV: Special Conditions, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Exhibit II: Reporting, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.

2. Funding Source. The American Rescue Plan Act was signed into law March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Grantee agrees to comply with all requirement of the SLFRF.

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- 3.** Term of Agreement. This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
- 4.** Scope of Work. Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
- 5.** Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
- 6.** Reporting Requirements. Grantee shall submit to Grantor the reports required in Exhibit II: Reporting.
- 7.** Records, Access and Maintenance. Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
- 8.** Audits. An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor’s report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
- 9.** Monitoring, Evaluation and Audit Activities. Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee’s staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor’s monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in Exhibit II: Reporting. As directed by Grantor, all activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with 2 CFR 200, as amended by 2 CFR 910; and Generally Accepted Auditing Standards.
- 10.** Reports and Records.

  - a.** Performance Reports. Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
  - b.** Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.
  - c.** Remedy. Performance reports are essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Required Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Required Report is past due.
- 11.** Rights of Inspection. Grantee shall permit Grantor to inspect and copy, during normal business hours,

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any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

**12. Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the Application so long as Grantee notifies Grantor of such budget alteration in writing 30 days prior to the date of the change and Grantor approves the proposed alteration in writing. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration in writing within a reasonable period of time.

**13. Grantee Status.**

**a.** Public entities within a Political Subdivision with the authority to own and operate public water and sewer systems. If Grantee is a political subdivision, Grantee shall maintain its political subdivision status in compliance with the laws of the State of Ohio during the term of this Agreement.

**14. Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:

**a. Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**b. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

**c. Accounting systems used by Grantee are in accordance with generally accepted accounting standards; 2 Code of Federal Regulations (CFR) 200 and applicable appendices, as amended by 2 CFR 910; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.**

**d. Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee must file with Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.**

**e. Grantee shall file with Grantor a Certification Regarding Lobbying and comply with the requirements set forth in 45 CFR Part 93. Also, if Grantee is a nonprofit organization, by submitting an application and accepting the Grant Funds under this Agreement, Grantee assures that it is not an organization that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2**

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U.S.C. § 1601. Further, by accepting the Grant Funds under this Agreement, Grantee agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.

**f.** Grantee shall file with Grantor a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in Sections 5151 to 5160 of the “Drug-Free Workplace Act of 1988,” 41 U.S.C. §§ 8101-8106.

**g.** Grantee shall file with Grantor a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C; 2 CFR Part 901, Subpart C; and 45 CFR Part 73b.

**h.** Grantee is informed that 18 U.S.C. § 666, Theft or Bribery Concerning Programs Receiving Federal Funds, is applicable to funds received under this Agreement.

**i.** Grantee shall comply with all terms of the “Pro-Children Act of 2001,” 42 U.S.C. §§ 7181-7184. Smoking will not be permitted within an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services education, or library services to children under the age of 18.

**j.** Grantee must ensure they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42

**15. Termination**

**a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- Cancellation or Reduction of the grant of funds from the U.S. Department of Treasury.

**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 (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.

**16. Remedies.**

Following a default by Grantee, Grantor may exercise one or more of the following remedies:

**a.** Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

**b.** Suspension or Termination. Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the governing board of Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 2 CFR 200, as amended by 2 CFR 910 with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time period allowed by Agreement or as approved by Grantor; (3) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination

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of this Agreement; (4) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (5) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (6) ineffective or improper use of the Grant Funds provided under this Agreement; (7) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (8) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (9) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

**c.** Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 11 of this Agreement, demand liquidated damages as provided in Section 11(c). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.

**d.** Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

**e.** Remedies Cumulative. No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

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

**18.** Liability and Indemnification.

**a.** Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, 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 and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself 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 party to the other.

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

**20.** Certification of Funds Available. None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.

**21.** 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.

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

**a.** General. Grantee shall comply with all applicable federal, state, and local laws in the



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performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

**b.** Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq.,

**c.** 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

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

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

**26.** Debarment. Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in 2 CFR Part 180 and 2 CFR 2424.

**27.** Miscellaneous.

**a.** 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.

**b.** Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

**28.** 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.

**29.** 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.

**30.** Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement

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**31.** 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.

**a.** 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.

1. 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  
Attn: Deputy Chief

2. In the case of Grantee, to:

Delaware County Board of Commissioners  
101 N Sandusky St  
Delaware, OH 43015

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**EXHIBIT I  
Scope of Work/Grant Application**

**Project scope of work is located within Grantor online application system (Salesforce).**

**EXHIBIT II  
Reporting**

Grantee shall provide the documents listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format for these documents and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rationale for the advance and anticipated uses.

2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the second Friday at the end of each quarter. Program reports must include the following information:

- a. Narrative summary of use of funds during the reporting period
- b. Narrative describing promoting equitable outcomes. Describe efforts used to promote equitable outcomes, including how projects were implemented with equity in mind.
- c. Narrative describing community engagement
- d. Labor Practices: Describe workforce practices on projects implemented. How is the project using strong labor standards to promote effective and efficient delivery of high-quality infrastructure
- e. Project Construction Start Date (if applicable)
- f. Project Operations date
- g. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable)
- h. Public Water System (PWS) ID Number (if applicable)
- i. Information on Matching funds utilized during the reporting period (i.e., source, amount and uses)

3. **Final Report:** A final project report must be submitted 15 days after the end of this agreement. The final report must include the following information:

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- a. Number of new households who have access to public water or centralized sewer system
- b. Number of public and private service lines replaced
- c. Number of home sewage treatment systems replaced

**EXHIBIT III  
Contract Provisions**

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, *as applicable*.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended

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(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

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

**11**

**RESOLUTION NO. 22-35**

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

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

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

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

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

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

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North, Delaware, Ohio, on May 12 or May 19, 2022, by the Southeast Section Ohio Water Environment Authority Section Meeting at no cost.

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

**12**

**RESOLUTION NO. 22-36**

**IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP, ATTORNEYS AT LAW:**

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

WHEREAS, the Deputy County Administrator recommends approval of the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Contract for Services between the Delaware County Board of Commissioners and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law:

**CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO**

THIS AGREEMENT, made January 1st, 2022, by and between the Delaware County Commissioners, hereinafter "County" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

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**WITNESSETH:**

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

**ARTICLE I SCOPE OF WORK**

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

**ARTICLE II CONSIDERATION AND TERM OF CONTRACT**

The compensation of the Attorneys shall be on the basis of an hourly rate of two hundred ten dollars (\$210) per hour for all time expended by attorneys on behalf of the County and eighty-five dollars (\$85) per hour for all time expended by the Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning January 1, 2022 and ending December 31, 2022. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

**ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION**

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

**ARTICLE IV NON-DISCRIMINATION**

The attorneys shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. The attorneys shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event the attorneys are determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and attorneys may be declared ineligible for future contracts with the County.

**ARTICLE V PROFESSIONAL LIABILITY INSURANCE**

Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement.

**ARTICLE VI INDEMNITY**

To the fullest extent permitted by law, the attorneys shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the attorney's performance of this contract. The attorneys shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the attorneys shall at any time be considered an agent or employee of the County expect as expressly set out in this contract.

The attorneys shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The attorneys will also provide proof of coverage by the Bureau of Workers Compensation upon request

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

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**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-Met with the Superintendent of Olentangy Schools this week.  
-Will tour the Board of Elections and Records Center today.

Dawn Huston, Deputy Administrator  
-No reports.

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Attended the ODOT meeting last night regarding a Route 23 connector.  
-Attended the Clerk of Courts Association meeting yesterday.  
-Will attend a CCAO Board meeting tomorrow morning.

Commissioner Lewis  
-No reports.

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**RESOLUTION NO. 22-37**

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 20, 2022

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

**RESOLUTION NO. 22-38**

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

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

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

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

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Jennifer Walraven, Clerk to the Commissioners