

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 31, 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. 22-46

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 24, 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 24, 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

3
 RESOLUTION NO. 22-47

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0128, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0128:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0218, memo transfers in batch numbers MTAPR0128 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2201009 (JFS Various PRC)	Client Services	22411602-5348	\$100,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2201758	BUILDING SAFETY	BUILDING PERMITS & FEES - BYXBE CAMPUS	42011440 - 5410	\$26,575.37
R2201779	XYLEM WATER SOLUTIONS USA INC	REPAIR KITS AND PARTS FOR FLYGT PUMPS	66211900 - 5228	\$22,000.00
R2201781	MCNAUGHTON MCKAY INC	REPAIR PARTS FOR ELECTRICAL EQUIPMENT	66211900 - 5228	\$10,000.00
R2201783	BUCKEYE RANCH INC	MSY22 PLACEMENT	70161605 - 5342	\$44,000.00
R2201784	CHILDRENS HOSPITAL MEDICAL CENTER	MSY22 PLACEMENT	70161605 - 5342	\$7,300.00
R2201785	EASTWAY CORPORATION	MSY22 PLACEMENT	70161605 - 5342	\$39,150.00
R2201786	CRAUN LIEBING CO INC	REPAIR PARTS FOR GORMAN RUPP PUMPS	66211900 - 5228	\$8,000.00
R2201787	HITTLE HOUSE GEORGE JUNIOR	MSY22 PLACEMENT	70161605 - 5342	\$25,000.00
R2201789	REPUBLIC IN PENNSYLVANIA BOARD OF	MSY22 PLACEMENT	70161605 - 5342	\$30,900.00
R2201790	DEVELOPMENTAL DISABILITIES	HELP ME GROW	70161606 - 5348	\$221,038.22
R2201795	MENTAL HEALTH	MOU-MH UNITED WAY	70161608 - 5301	\$9,750.00
R2201796	NECCO LLC	SHARED PLACEMENT	70161608 - 5342	\$42,300.00

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R2201798	ADVANCED FORENSIC & PSYCHOLOGICAL SERVICES	PSYCHOLOGICAL SERVICES	70161608 - 5342	\$20,000.00
R2201800	BUCKEYE RANCH INC	SHARED PLACEMENT	70161608 - 5342	\$26,500.00
R2201820	DELAWARE AUTO SALES LLC	REPAIR CAR 708 8922	60111901 - 5370	5018.01
R2201824	GRANITE INLINER LLC	SEWER REHABILITATION PROJECT - RESOLUTION 22-33	66611900 - 5403	\$310,685.00
R2201836	SHAW INDUSTRIES INC	CARPET - 1ST FLOOR HAYES BUILDING	40111402 - 5410	\$133,889.18
R2201837	SHAW INDUSTRIES INC	CARPET - 2ND FLOOR HAYES BUILDING	40111402 - 5410	\$31,226.89
R2201838	SHAW INDUSTRIES INC	CARPET - 3RD FLOOR HAYES BUILDING	40111402 - 5410	\$58,906.91
R2201871	COLUMBIA GAS OF OHIO	EMS GAS SERVICES	10011303 - 5338	\$8,000.00
R2201873	CHANGE HEALTHCARE TECHNOLOGY	EMS HEALTHCARE SERVICES BILLING FEES	10011303 - 5301	\$20,000.00
R2201875	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5244	\$30,000.00
R2201875	BOUND TREE MEDICAL LLC	EMS PHARMACY SUPPLIES	10011303 - 5243	\$5,000.00

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

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RESOLUTION NO. 22-48

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Kevin Miller attend an Electric Safety Training in Louisville, Kentucky from February 7-10, 2022 at the cost of \$6,000.00.

The Facilities Department is requesting that Jeff Doellinger attend a Pump Repair & Maintenance virtual class February 22-23, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that David Ferguson attend a Basic Electric for the Non Electrician virtual class from March 28-29, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Darren Dodds attend a Hands on Electrical Troubleshooting and Maintenance class in Columbus, Ohio from April 20-21, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Sean Raeuchel attend a Hands on Electrical Troubleshooting and Maintenance class in Columbus, Ohio from April 20-21, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Shawn Daughtery attend a Hands on Electrical Troubleshooting and Maintenance class in Columbus, Ohio from April 20-21, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Darren Dodds attend a Boiler Operation Maintenances and Safety class in Columbus, Ohio from May 4-5, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Jeff Doellinger attend an Electric Motors & Motor Control Circuits virtual class from March 2-3, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Jeff Doellinger attend a Variable Frequency Drives virtual class from March 28-29, 2022 at the cost of \$1,195.00.

The Facilities Department is requesting that Shawn Daughtery attend a Boiler Operation Maintenances and Safety class in Columbus, Ohio from May 4-5, 2022 at the cost of \$1,195.00.

The EMS Department is requesting that Chief Eric Burgess attend a NAEMT on the Hill training in Washington D.C. on April 5-7, 2022 at the cost of \$1,205.00 (10011303).

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

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RESOLUTION NO. 22-49

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2022:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated Seventeen Thousand Dollars and No Cents (\$17,000.00) for apiary inspections in 2022;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2022 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 31st day of January, 2022 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("Board"), and Dan Curtis, 8399 Hickory Road Galena, Ohio 43021 ("Contractor").

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Seventeen Thousand Dollars and No Cents (\$17,000.00) for the inspection of registered apiaries in the county. This amount shall be payable to the Contractor, subject to the Director's approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director's consent and concurrence, and shall continue through the 2022 apiary season, which terminates on approximately October 31, 2022.

Section 5 – Insurance

5.1 Liability Coverage: Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.

5.2 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 5.1.

5.3 Proof of Insurance: Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. 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 termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property

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

Section 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor's appointment.

Section 8 – Miscellaneous Terms & Conditions

8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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

8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor's status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R2201672, in the amount of \$17,000.00.

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

6
RESOLUTION NO. 22-50

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF DECEMBER 2021:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to accept the Treasurer's Report for the month of December 2021.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

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**RETIREMENT TRIBUTE TO BONNIE DAILEY,
DELAWARE COUNTY SOIL & WATER CONSERVATION DISTRICT**

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RESOLUTION NO. 22-51

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE RECORDER'S OFFICE:

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

Supplemental Appropriation
 10013101-5260 Recorder/Inventoried Tools & Equipment \$10,000.00

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

9

RESOLUTION NO. 22-52

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

Supplemental Appropriation
 29552501-5601 Developmental Disabilities/Grants in Aid \$287,100.00

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

10

RESOLUTION NO. 22-53

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND PAYMENT FOR THE SHERIFF'S OFFICE:

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

Supplemental Appropriation
 10031337-5461 Sheriff Local Funds/Canine 13,500.00

Purchase Order and Voucher
 Payment of invoice #11467 to Excel K9 Services, Inc., in the amount of \$13,500.00.

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

11

RESOLUTION NO. 22-54

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A GRANT APPLICATION TO THE AMERICAN RESCUE AID FOR THE DOG WARDEN:

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

Grant # (ARA2022-23)
 Source: (The American Rescue Aid)

Grant Amount: At least 10 dog beds and toys, up to 30 of both dog beds and toys

Local Match: \$0

Total Grant Amount: At least 10 dog beds and toys, up to 30 of both dog beds and toys

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

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RESOLUTION NO. 22-55

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER NEW BEGINNINGS RESIDENTIAL TREATMENT:

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

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and

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federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract, first amendment, and second amendment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for a Child Care Placement provider:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>New Beginnings Residential Treatment Center, LLC 100 Broadway Avenue Youngstown, Ohio 44505</p> <p>This Agreement in effect from 02/01/2022-6/30/2022</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

New Beginnings Residential Treatment Center, LLC

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and New Beginnings Residential Treatment Center, LLC (“Provider”) (“First Amendment”) is entered into this 31 day of January, 2022.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 02/01/22 through 06/30/22 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 02/01/22 through 06/30/22.

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

 Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

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- D. **Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.

- E. **New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

- F. **New Article V. BB.** Agency agrees to provide transportation for the child to subsequent placements including those outside the Provider network.

- G. **Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

- H. **New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

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

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

Signature

Date

Printed Name

Title

- J. **Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate above the commercial general and business auto primary policies.

- K. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. **Exhibits to Agreement.**

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1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and New Beginnings Residential Treatment Center, LLC (“Provider”) (“Second Amendment”) is entered into this 31 day of January, 2022. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 02/01/22 through 06/30/22 (“Agreement”); and,

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

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

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

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

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

Section 1 – Changes in Terms and Conditions

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

Agreement

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

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

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

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

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

First Amendment

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

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

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

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

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

13

RESOLUTION NO. 22-56

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 31, 2022**

DELAWARE COUNTY BOARD OF COMMISSIONERS, AND PROVIDER THE TWELVE OF OHIO, INC.:

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

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendment with The Twelve of Ohio, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment with The Twelve of Ohio, Inc. for Child Care Placement:

**Third Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
The Twelve of Ohio, Inc.**

This Third Amendment of the Contract For The Provision of Foster Care Services is entered into this 31st day of January, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and The Twelve of Ohio, Inc.(hereinafter “Provider”) whose address is 619 Tremont Avenue, SW, Massillon, Ohio 44647 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on December 13, 2021.

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. Per diem rates for youth placed in Foster Care for the service period January 7, 2022 through June 30, 2022 are summarized in the table below. Rates shall apply to Schedule A in the Master Contract and Schedule C in Amendment # 2.

Service Description	Service ID #	Maintenance (FP)	Administration	Total
Family Foster Care (FC L1)	30057	\$23.00	\$24.56	\$47.56
Specialized Foster Care (FC L2)	30057	\$30.32	\$34.59	\$64.91
Midrange Foster Care (FC L3)	30376	\$37.50	\$40.11	\$77.61

2. Signatures
Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.
3. Conflicts
In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.
4. Terms of Agreement Unchanged
All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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

**14
RESOLUTION NO. 22-57**

IN THE MATTER OF APPROVING THE PROGRAM YEAR 2020/2021 SUB-GRANT AGREEMENT BY AND BETWEEN THE LOCAL AREA 7: THE WORKFORCE DEVELOPMENT BOARD; THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM AND THE CHIEF

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ELECTED OFFICIALS OF SUB-GRANTEE DELAWARE COUNTY FOR WORKFORCE DEVELOPMENT SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following Sub-Grant Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following program year 2020/2021 sub-grant agreement by and between the local Area 7: the Workforce Development Board; the Area 7 Chief Elected Officials Consortium and the Chief Elected Officials of Sub-grantee Delaware County for Workforce Development Services:

**PY2020 and 2021 SUB-GRANT AGREEMENT AMENDMENT
Greater Ohio Workforce Board, Inc. (Area 7)
and
Delaware County**

CFDA #17.225 Reemployment Services and Eligibility Assessments (RESEA)

This is an Amendment to the Sub-grant Agreement between Area 7/Greater Ohio Workforce Board Inc. (hereinafter referred to as the "Board"), and the Area 7/GOWBI Chief Elected Officials Consortium (hereinafter referred to as the "Consortium" and the Chief Elected Officials of the Sub-grantee Delaware County ("Sub-grantee") to begin on the date this Amendment is executed by the parties.

RECITALS

WHEREAS the Greater Ohio Workforce Board and Sub-Grantee entered into a Sub-Grant Agreement effective July 1, 2020 for the delivery of services under the Workforce Innovation and Opportunity Act of 2014, PL 113-128 (WIOA 29 U.S.C. Sec. 3101, et. seq. and other federal workforce grants including discretionary grants; and,

WHEREAS the Greater Ohio Workforce Board and Sub-Grantee are desirous of providing services under the Reemployment Services and Eligibility Assessment program, which will lead to maximum employment opportunities and enhance self-sufficiency for unemployment insurance claimants; AND

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree to amend Sub-grant Agreement as follows:

1. Section II, DUTIES OF SUB-GRANTEE is amended to add the following

SCOPE OF WORK

A. Program Description

The program to be delivered by Sub-grantee shall focus on 1) reducing the duration of an individual's participation in the unemployment insurance (UI) program through improved employment outcomes and by providing intensive re-employment assistance, 2) Strengthen UI program integrity, 3) Promote alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA); and 4) Establish RESEA as an entry point to other workforce system partners.

B. Target Population to be served

- a. UI claimants determined to be most likely to exhaust benefits
- b. Former U.S. military service members receiving Unemployment Compensation for Ex-service Member (UCX) benefits.
- c. Any recipients of regular UI or UCX.

C. Participation

- a. Ohio uses a statistical model to score each claimant meeting the requirements for participation in reemployment services. The higher the claimant's score, the more likely that claimant will exhaust UI benefits and need assistance with reemployment. Claimants whose unemployment benefits are based on military wages are given the highest possible score, and when claimant resides in a county that delivers the RESEA program, he/she is automatically selected to participate in the program. Selections are made from the list and

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will be forwarded to Sub- grantee until the OhioMeansJobs Center reaches capacity.

b. Sub-grantee shall assure that all RESEA staff review the Program Delivery Guide located on the RESEA innerweb site at <https://jfs.ohio.gov/owd/RESEA.stm> prior to working with claimants.

c. Once selected by the subgrantee, a claimant's participation in RESEA is mandatory unless the claimant establishes that he/she meets the conditions for non-participation. Sub-grantee must inform claimants that failure to complete services may affect the claimant's UI benefits.

D. For the initial RESEA program delivery staff shall assure the selected claimant:

a. Views an online introduction video, Ohio's Introduction Video

b. Completes a UI eligibility review that is conducted on a one-on-one basis, which must include review of work search activities, and referral to adjudication when a potential issue is identified;

c. Is provided customized labor market and career information based on an assessment of the claimant's needs, including information about in-demand occupations

d. Is enrolled in the Wagner-Peyser Act-Funded Employment Service program;

e. Receives information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training, as appropriate; and

f. Receives an Individualized Opportunity Plan (IOP) jointly developed by the claimant and sub-grantee RESEA staff that identifies the claimant's reemployment goals and determines the combination of services needed for the claimant to reach his/her reemployment goals. The plan may include work search activities, recommendations on accessing services at the OhioMeansJobs center or through self-service tools, and/or training.

E. At each subsequent RESEA session, Sub-grantee staff shall assure that the claimant must at a minimum:

a. Complete an OhioMeansJobs center orientation (prior to the subsequent RESEA session)

b. Complete a UI eligibility assessment and a review of the claimant's work search activities to determine if additional assistance may be needed to support the claimant's compliance with the work search requirements and the claimant's return to work at the earliest possible time;

c. Be provided customized labor market and career information, when claimant changes the type of work, he/she is seeking

d. Review and revise, when necessary the claimant's IOP.

e. Schedule the claimant for additional career/reemployment services and/or training, when needed;

F. The Schedule for Service Delivery

a. When selected for the RESEA program, claimants have 21 calendar days to complete the required activities using OhioMeansJobs.com which includes viewing the introduction video, completing the assessment, and scheduling the initial RESEA session. Once the 21 calendar days or end-date has passed, the links within OhioMeansJobs.com for completion of the assessment and scheduling of the initial RESEA appointment are removed from claimant's OhioMeansJobs.com account.

b. At the conclusion of the initial RESEA session, staff shall be required to schedule the subsequent RESEA session within 10 to 14 business days after completion of the initial RESEA, and no more than 21 business days after completion.

G. Rescheduling

a. OhioMeansJobs Center staff provide Claimants who want to reschedule their initial session or subsequent session an opportunity to reschedule if allowed by ODJFS policy.

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- b. Sessions may only be rescheduled for good cause,
- c. Sub-grantee staff shall inform claimants that if the request is for other than a job interview, the claimant must be informed that rescheduling may affect their benefit payments
- d. Sub-grantee staff shall report potential eligibility issues identified as part of rescheduling to the processing center.
- e. Sub-grantee staff have the flexibility to extend the deadline date for completion of RESEA required activities up to the benefit year ending date. When extending the deadline, the new deadline date shall be 21 calendar days from the date of entry and RESEA activities will be available in OhioMeansJobs.com beginning the next calendar day.

f. Prior to extending the deadline date, staff must determine when the claimant is still required to participate in the program. When the claimant meets the requirements for non-participation or claimant has returned to work since filing for unemployment and worked more than four weeks, extending is not required and the claimant may be advised that he/she is no longer required to participate in the program.

H. Program staff must assist the claimant in completing the required activities outlined above when:

- a. Claimant is legally prohibited from using a computer.
- b. Claimant has a physical or visual impairment that makes the individual unable to use a computer; or
- c. Claimant has limited ability to read, write, speak, or understand English.

I. Exemptions and Waivers from Participation

- a. The following individuals are exempted from participation in RESEA activities
 - i. The claimant has completed the same or similar services within the prior 12 months. When considering same or similar staff must determine
 - A. Whether services were provided by RESEA staff
 - B. Whether services were provided by the employer as outplacement services and in such instance determine if the services were the same as those provided through RESEA. Where services were limited such as resume writing assistance only claimant shall not be exempted.
 - ii. Participants in The *Transition Assistance Program*, (TAP) for military service members and their spouses cannot be exempted from RESEA program services.
 - iii. Claimants may be exempted if they have a condition lasting more than four consecutive weeks (e.g., ability, availability). No exemption will apply for an on-going eligibility issue until at least four weeks are affected by the issue and weeks are either denied or not claimed.
 - iv. Claimants may be exempted if they move to an Ohio county that does not deliver the RESEA program or if the claimant moves out of state.
 - v. Program staff shall contact their supervisor who shall contact ODJFS via email RESEA@jfs.ohio.gov if they have a question about an exemption or want to request approval for exemption. The email must include the claimant's name, claimant ID, and explanation of why the claimant should be exempt. If approved, the RESEA support team will notify the Sub-grantee staff and report the exemption in OWCMS.
 - vi. Upon state approval sub-grantee RESEA staff may advise the claimant that he/she is no longer required to participate in the program.

b. Waived from Participation

- i. Claimants with an employer-verified definite return to work date will be waived from participation upon application for UI.
- ii. Claimants attending school/approved training, or seeking work through a

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union hiring hall and who provide proof can be waived from participation in RESEA by the ODJFS processing center. Subgrantee staff may not waive the requirement to participate.

iii. Program staff shall contact their supervisor who shall contact ODJFS via email RESEA@jfs.ohio.gov if they have a question about a waiver and the work search assignment is not waived within seven days of the claimant's deadline date. The email must include the claimant's name, claimant ID, and explanation of why the claimant should be waived from participation. Once the work search assignment is changed, the ODJFS RESEA support team will notify sub-grantee and report the waiver in OWCMS at which time sub-grantee staff shall advise claimant that he/she is no longer required to participate in the program.

J. Data Entry

- a. All RESEA services must be entered in Ohio's designated case management system
- b. Services must be entered on the date of the session or at the time the service is scheduled/completed.
- c. Staff shall document claimants indicating to staff that they returned to work or will return to work within four weeks of the scheduled appointment or deadline to complete RESEA activities. Documentation shall include the employer's name, address, name of contact person (for agency's verification purposes), the contact's phone number, position/job title, rate of pay, and the employment start date. This information shall also be provided to the state Processing Center by sub-grantee program staff.
- d. Subgrantee must retain the records for five (5) years.
- e. Sub-grantee must retain claimant session folders created and the folders must include:
 - i. OMJ Center Sign-In Sheets
 - ii. Workshop Attendance Sheets
 - iii. Job Contacts
 - iv. Resumes
- f. Sub-grantee staff must report claimant outcomes for anyone not exempted, waived or whose claim was disallowed. Reported outcomes are:
 - i. Completed
 - ii. Failed to schedule one-on-one assessment (or initial RESEA)
 - iii. Failed to report to scheduled one-on-one assessment (or initial RESEA)
 - iv. Failed to report to scheduled follow-up (or subsequent RESEA).

K. Staffing

- a. Subgrantee shall hire the requisite number of individuals to provide the services described herein.
- b. Staff shall be housed in the OMJ Centers.

L. Subgrantee shall be subject to monitoring by ODJFS and shall take such corrective action as directed.

M. RESEA is subject to the priority as described in the Jobs for Veterans Act (Public Law 107-288)

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

**15
RESOLUTION NO. 22-58**

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Transfer of Funds

From	To	
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$364,837.25
22311611-5801 Workforce Investment Act/Transfers	22411601-4601 JFS Income Maintenance/Interfund Revenue	\$49,393.16
22411602-5801 JFS PRC/Transfers	22511607-4601 Children Services Fund/Interfund Revenues	\$3,421.89

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

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RESOLUTION NO. 22-59

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS U.S., INC., FOR ENGINEERING SERVICES FOR THE PREPARATION OF THE OEPA NPDES PERMIT RENEWAL AND MODIFICATION APPLICATIONS FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Arcadis U.S., Inc., for the preparation of the OEPA NPDES permit modification applications for the Olentangy Environmental Control Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Arcadis U.S., Inc.:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on January 31st, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Arcadis U.S., Inc., 100 E. Campus View Blvd., #230, Columbus, Ohio 43235 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide engineering assistance for the preparation of the OEPA NPDES permit renewal and modification applications for the Olentangy Environmental Control Center (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in, and shall be rendered by the Consultant in accordance with, the following documents, by this reference made part of this Agreement:
Attachment No. 1 – Scope of Services
Exhibit 1 – Engineering Services Cost Summary

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

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- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Cost Summary noted in Section 1.3.
- 4.2 For all Services identified in the Scope of Services and Cost Summary as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Cost Summary for said task. “If Authorized” tasks shall only be performed upon written order from the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed the amount set forth in Exhibit 1 for such Services.
- 4.3 For all Services, fees shall be based on a time and materials basis. Total compensation under this Agreement shall not exceed Forty-Nine Thousand, Nine Hundred Dollars (\$49,900) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

Sanitary Engineer:

Name: Delaware County Sanitary Engineer
Attn: Brad Stanton

Address: 7767 Walker Wood Boulevard, Lewis Center, Ohio 43035

Telephone: (740) 833-2240

Email: bstanton@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Chad Dunn, P.E.

Address of Firm: 100 E. Campus View Blvd., #230

City, State, Zip: Columbus, Ohio 43235

Telephone: (614) 985-9100

Email: chad.dunn@arcadis.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Services upon a written order to proceed (“Authorization”) by the Sanitary Engineer and shall complete the Services no later than May 1, 2022.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 7.4 Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including

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without limitation, governmental agencies, strikes, lockouts, or other industrial disturbances, acts or omissions of subConsultants, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so delayed, in whole or in part, such Party will promptly notify the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time of performance or cure will be extended, at a minimum, for period equal to the duration of the force majeure event.

Consultant shall not be liable to Owner for any failure to perform the Services if any such failure is caused by forces beyond Provider reasonable control, including, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

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

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

10 OWNERSHIP

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

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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

12 INDEMNIFICATION; LIABILITY

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 Limitation of Liability: Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its directors, officers, employees, agents or subConsultants (collectively "Consultant Parties"), to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, reasonable attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the Project, Consultant Services or this Agreement shall not exceed the fees paid to Consultant under this Agreement.

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Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either Owner or Consultant be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, Consultant Services or this Agreement.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

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

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interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

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

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

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

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

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

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RESOLUTION NO. 22-60

IN THE MATTER OF APPROVING A WORK AGREEMENT WITH JENNIFER R. HUFFMAN AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS IN CONJUNCTION WITH THE LOWER ALUM CREEK RELIEF PUMP STATION PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of a work agreement in conjunction with the Lower Alum Creek Relief Pump Station Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Work Agreement with Jennifer R. Huffman:

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WORK AGREEMENT
 by and among
 JENNIFER R. HUFFMAN,
 and
 THE BOARD OF DELAWARE COUNTY COMMISSIONERS

Jennifer R. Huffman [the “Owner”], the Owner of the property located at 3800 East Orange Road, bearing parcel number 31841201002002, situated in Delaware County, Ohio [the “Property”], in consideration of there being no costs, assessments, or other expenses to Owners for the work hereinafter described, hereby authorizes the Board of Delaware County Commissioners [the “Board”], and its duly authorized employees, agents, and contractors to enter upon the Property for the purposes of performing the work described in Exhibit A attached hereto and by this reference incorporated herein.

This authority to enter granted to the Board shall commence on 1/21/2022 and will terminate on 3/31/2022.

The work described in Exhibit A shall be performed in accordance with the plans and specifications prepared by the Board for the construction and/or improvement of sanitary service associated with the Lower Alum Creek Relief Pump Station Project.

Owner hereby releases the Board and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations, excepting those arising from said plans and specifications. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of the Board. All work shall be performed under the supervision of the specifying Ohio registered engineer and substantially meeting all engineer design requirements.

The Board will require its independent contractor(s) to clean up and remove all construction debris from Owner’s lands promptly after completion of installation and construction of the improvements.

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Owner and the Board and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Owner and the Board.

IN WITNESS WHEREOF, the parties hereto, namely **Error! Reference source not found.**, and Jennifer R. Huffman, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

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RESOLUTION NO. 22-61

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2023 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$150,646.83 to the County Auditor for the 2023 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

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**2023 Sewer Tax Assessments
To be certified by the Board of Commissioners on 1/31/2022**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$53,227.03
66211900-4108-11904 – Alum Creek	\$83,533.50
66211900-4108-11905 – Lower Scioto	\$3,008.50
66211900-4108-11912 - Package Plants	\$10,877.80
Total Assessments	\$150,646.83

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

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**PRESENTATION:
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

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RESOLUTION NO. 22-62

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

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

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

WHEREAS, the Delaware County Director of Emergency Communications has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired, and that the equipment has no value:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
45225815	Eltek -48VDC Flatpack Power System	45225815
44521178	Eltek -48VDC Flatpack Power System	44521178
44521176	Eltek -48VDC Flatpack Power System	44521176
44323461	Eltek -48VDC Flatpack Power System	44323461
44521146	Eltek -48VDC Flatpack Power System	44521146
44521157	Eltek -48VDC Flatpack Power System	44521157
44323521	Eltek -48VDC Flatpack Power System	44323521
44521152	Eltek -48VDC Flatpack Power System	44521152
44323367	Eltek -48VDC Flatpack Power System	44323367
922TLY2630	Motorola Radio	922TLY2630
019TNQ6663	Motorola Radio	019TNQ6663
778TSS7442	Motorola Radio	778TSS7442
526CDC0270	Motorola Radio	526CDC0270
526CDC0271	Motorola Radio	526CDC0271
526CDC0272	Motorola Radio	526CDC0272
526CDC0317	Motorola Radio	526CDC0317
778TRW5646	Motorola Radio	778TRW5646
778TRW5634	Motorola Radio	778TRW5634
581AVN0511	Motorola Radio	581AVN0511
581AVN0513	Motorola Radio	581AVN0513
581AVN0517	Motorola Radio	581AVN0517
581AVN0519	Motorola Radio	581AVN0519
581AVN0522	Motorola Radio	581AVN0522
581AVN0527	Motorola Radio	581AVN0527
581AVN0535	Motorola Radio	581AVN0535
402AWEC261	Motorola Radio	402AWEC261
402AWEC274	Motorola Radio	402AWEC274
402AWEC277	Motorola Radio	402AWEC277
466ACC1239	Motorola Radio	466ACC1239

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466AVN3931	Motorola Radio	466AVN3931
466AVN3932	Motorola Radio	466AVN3932
466AVN3935	Motorola Radio	466AVN3935
466CDU0910	Motorola Radio	466CDU0910
466CDU0912	Motorola Radio	466CDU0912
466CDU0914	Motorola Radio	466CDU0914
466CDU0918	Motorola Radio	466CDU0918
466AVN3966	Motorola Radio	466AVN3966
466AVN4880	Motorola Radio	466AVN4880
466AVN6050	Motorola Radio	466AVN6050
466AVN6051	Motorola Radio	466AVN6051
466AVN6052	Motorola Radio	466AVN6052
466AVN6053	Motorola Radio	466AVN6053
466AVN6054	Motorola Radio	466AVN6054
276CFX200	Motorola Radio	276CFX200
276CFX206	Motorola Radio	276CFX206
276CFX207	Motorola Radio	276CFX207
276CFX210	Motorola Radio	276CFX210
276CFX211	Motorola Radio	276CFX211
154SSX0261	Motorola Radio	154SSX0261
518AXL0041	Motorola Radio	518AXL0041
722ABQ0678	Motorola Radio	722ABQ0678
722ABW0957	Motorola Radio	722ABW0957
722AZG1877	Motorola Radio	722AZG1877
722AYE3068	Motorola Radio	722AYE3068
722AAG0427	Motorola Radio	722AAG0427
722AYL0450	Motorola Radio	722AYL0450
159TVUD624	Motorola Radio	159TVUD624
159TWA3153	Motorola Radio	159TWA3153
500CFV2959	Motorola Radio	500CFV2959
500CFV2980	Motorola Radio	500CFV2980
500CFV3119	Motorola Radio	500CFV3119
500CFX0007	Motorola Radio	500CFX0007
500CFX0020	Motorola Radio	500CFX0020
500CFX0022	Motorola Radio	500CFX0022
500CFX0036	Motorola Radio	500CFX0036
500CFX0080	Motorola Radio	500CFX0080
500CFX0127	Motorola Radio	500CFX0127
500CFX0593	Motorola Radio	500CFX0593
514CKX0818	Motorola Radio	514CKX0818
514CKX0819	Motorola Radio	514CKX0819
514CKX0820	Motorola Radio	514CKX0820
514CKX0821	Motorola Radio	514CKX0821
514CKX0822	Motorola Radio	514CKX0822
514CKX0823	Motorola Radio	514CKX0823
514CKX0824	Motorola Radio	514CKX0824
514CKX0825	Motorola Radio	514CKX0825
682FZC3960	Motorola Radio	682FZC3960
682FZC3962	Motorola Radio	682FZC3962
682FZC3999	Motorola Radio	682FZC3999
682FZC4003	Motorola Radio	682FZC4003
159TXL8670	Motorola Radio	159TXL8670
159TXUB489	Motorola Radio	159TXUB489
159TYG7442	Motorola Radio	159TYG7442
526CDC0263	Motorola Radio	526CDC0263
526CDC0264	Motorola Radio	526CDC0264

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526CDC0265	Motorola Radio	526CDC0265
526CDC0273	Motorola Radio	526CDC0273
526CDC0274	Motorola Radio	526CDC0274
526CDC0275	Motorola Radio	526CDC0275
526CDC0277	Motorola Radio	526CDC0277
526CDC0278	Motorola Radio	526CDC0278
526CDC0279	Motorola Radio	526CDC0279
526CDC0280	Motorola Radio	526CDC0280
526CDC0282	Motorola Radio	526CDC0282
526CDC0283	Motorola Radio	526CDC0283
526CDC0284	Motorola Radio	526CDC0284
526CDC0285	Motorola Radio	526CDC0285
526CDC0286	Motorola Radio	526CDC0286
526CDC0288	Motorola Radio	526CDC0288
526CDC0289	Motorola Radio	526CDC0289
526CDC0291	Motorola Radio	526CDC0291
526CDC0292	Motorola Radio	526CDC0292
526CDC0295	Motorola Radio	526CDC0295
526CDC0299	Motorola Radio	526CDC0299
526CDC0300	Motorola Radio	526CDC0300
526CDC0301	Motorola Radio	526CDC0301
526CDC0303	Motorola Radio	526CDC0303
526CDC0305	Motorola Radio	526CDC0305
526CDC0307	Motorola Radio	526CDC0307
526CDC0309	Motorola Radio	526CDC0309
526CDC0314	Motorola Radio	526CDC0314
526CDC0316	Motorola Radio	526CDC0316
526CDC0317	Motorola Radio	526CDC0317
526CDC0319	Motorola Radio	526CDC0319
526CDC0322	Motorola Radio	526CDC0322
494ABL0916	Motorola Radio	494ABL0916
526CDC0304	Motorola Radio	526CDC0304
581AVN0539	Motorola Radio	581AVN0539
581AVN0540	Motorola Radio	581AVN0540
581AVN0541	Motorola Radio	581AVN0541
581AVN0542	Motorola Radio	581AVN0542
581AVN0294	Motorola Radio	581AVN0294
20400945	Kenwood TK-280	20400945
1100289	Kenwood TK-280	1100289
20900346	Kenwood TK-790H	20900346
20900346	Kenwood TK-790H	20900346
30700031	Kenwood TM-V7A	30700031
90201277	Kenwood TK-7160H-K	90201277
90701121	Kenwood TK-250G	90701121
10500791	Kenwood TK-790H	10500791
1200145	Kenwood TK-790H	1200145
1100241	Kenwood TK-790H	1100241
41100880	Kenwood TK-272G-1	41100880
41102408	Kenwood TK-272G-1	41102408
20700103	Kenwood TK-790H	20700103
11100359	Kenwood TK-790H	11100359
12000141	Kenwood TK-790H	12000141
40600169	Kenwood TK-780H-1	40600169
51000124	Kenwood TK-780H-1	51000124

(hereinafter referred to as the "Property");

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WHEREAS, the Board wishes to specifically authorize the County Administrator to delegate any administrative or ministerial tasks to other staff in order to promote efficiency and establish appropriate internal controls;

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

Section 1. The Board hereby delegates the following authority and duties to the County Administrator, pursuant to section 305.30 of the Revised Code:

(A) Upon prior notice to each Commissioner, negotiate, approve, and execute contracts, agreements, change orders, or acquisitions of real property or interests in real property that are for amounts not exceeding Twenty-Five Thousand Dollars (\$25,000);

(B) Negotiate and execute settlement agreements for pending or threatened litigation, provided the County Administrator certifies in writing that discussion thereon has been conducted in a lawful executive session;

(C) Review and approve departmental payrolls for all departments under the direction and control of the Board;

(D) Review and approve requests for unpaid leaves of absence for up to two weeks;

(E) Accept resignations of employees, except resignations of Deputy Administrators;

(F) Review and approve, and execute any documents in furtherance of, all personnel actions, including, but not limited to, employing new hires, promotions, pay increases, discipline, and terminations, except as follows:

- (i) The County Administrator shall not approve any pay increase that applies to all non-union employees or a collective bargaining unit that follows the County Compensation Management Plan, unless and until the pay increase has been approved by a prior resolution of the Board;
- (ii) The County Administrator shall not approve any pay increase that applies to an individual employee that exceeds 5% or exceeds the amount of compensation approved in the current budget, unless and until the pay increase has been discussed in a lawful executive session;
- (iii) The County Administrator shall not approve any pay increase, or promotion that results in a pay increase, for a select class of two or more employees, unless and until the pay increases or promotions have been discussed in a lawful executive session;
- (iv) The County Administrator shall not fix the compensation for internal or external candidates for director-level, or higher, positions until the proposed compensation has been discussed in a lawful executive session;
- (v) The County Administrator shall not approve any personnel action pertaining to an employee that reports directly to the Board, unless and until the personnel action has been discussed in a lawful executive session; and
- (vi) The County Administrator shall not approve any personnel action that is appealable to the State Personnel Board of Review, unless and until the personnel action has been discussed in a lawful executive session.

(G) Review and approve all job descriptions, except the County Administrator shall not approve a job description for a position that reports directly to the Board unless and until a draft job description for such position has been presented to the Board and left open for Board comment for at least one week;

(H) Review, in conjunction with the Deputy Administrator/Administrative Services, all requests for unpaid leave under the Family and Medical Leave Act ("FMLA") and Workers' Compensation, and approve those requests that meet unpaid FMLA requirements and those requests that meet unpaid leave under Workers' Compensation requirements;

(I) Serve as the Contract Administrator, having general supervision over the contract and any work performed thereunder, for any contracts or agreements the Board has entered into and not specifically designated a Contract Administrator;

(J) Request written opinions or instructions from the Prosecuting Attorney on behalf of the Board and coordinate the services provided by all legal counsel employed or retained by the Board pursuant to sections 305.14 and 309.09 of the Revised Code;

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(K) Upon prior notice to each Commissioner, execute last chance agreements for employees in departments under the direction and control of the Board;

(L) Approve mortgage releases for mortgages that have been fully satisfied;

(M) Act as the county chief executive officer and execute standard assurances and compliance certificates for grant applications approved by the Board;

(N) Act as the county chief executive officer and approve and execute written representations as a part of routine audits;

(O) Review and approve requests for tuberculosis treatment financial assistance submitted pursuant to section 339.71, *et seq.*, of the Revised Code, provided the requested amount does not exceed the contracting authority limit established in this Resolution;

(P) Approve and allow the payment of claims against the county, pursuant to R.C. 307.55 and 319.16, when the county auditor presents a payment recap for approval on the date of a regular session of the Board that has been canceled;

(Q) Approve any purchase requests for amounts not exceeding Five Thousand Dollars (\$5,000) and approve purchase requests for amounts exceeding Five Thousand Dollars (\$5,000) for offices and departments under the Board's appointing authority when presented for approval on the date of a regular session of the Board that has been canceled;

(R) Accept gifts, devises, bequests, or other donations on behalf of the county, pursuant to section 9.20 of the Revised Code, provided that the value thereof is less than \$1,000.00, that notice of each acceptance is provided to each member of the Board, and that a detailed report of all gifts, devises, bequests, or other donations accepted is provided to the Board within fifteen (15) days after the end of the fiscal year in which the acceptance occurred;

(S) Approve convention and conference travel requests up to \$1,000 cost per employee;

(T) Approve and execute sanitary sewer subdivider agreements in accordance with section 711.101 and the rules and regulations adopted pursuant to section 6117.01(D) of the Revised Code and in the standard form approved by the Board, with such minor modifications that do not substantially deviate from the standard form; accept any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance of the construction or maintenance obligations contained in sanitary sewer subdivider agreements and release such warranties upon faithful performance of the obligations contained in the sanitary sewer subdivider agreements; approve sanitary sewer improvement plans and specifications submitted pursuant to section 6117.01(E) of the Revised Code; and issue certificates of substantial or final completion for or otherwise accept for ownership, operation, and maintenance by the Delaware County Sewer District any sanitary sewers, facilities, and improvements the sanitary engineer certifies have been constructed or installed in accordance with a sanitary sewer subdivider agreement or any other contract entered into by the Board; and

(U) Establish policies and procedures to delegate any administrative or ministerial tasks delegated to the County Administrator in section 305.30 of the Revised Code, or in this Resolution.

Section 2. The Board hereby declares that Resolution No. 10-211, delegating to the County Administrator the authority to carry out certain functions of the Board during a disaster or emergency, shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, the County Administrator shall, to the extent practicable, inform all members of the Board and the Clerk to the Board in writing of the absence and its expected duration. In the event the County Administrator is unavailable or expected to be absent for less than or equal to four weeks, the Board hereby designates the Deputy Administrator/Administrative Services as the Acting County Administrator with authority to perform all functions delegated in Section 1.

For absences expected to be longer than four weeks, all functions delegated in Section 1 shall revert to the Board during the County Administrator's absence unless the Board specifically delegates any or all of those functions by separate action of the Board.

Section 4. The Board hereby designates and appoints the following employees or officials to serve as prevailing wage coordinator for the specified contracts that are subject to prevailing wage requirements:

(A) The Delaware County Engineer, for all Motor & Gas and Road & Bridge projects;

(B) The Delaware County Sanitary Engineer, for all Regional Sewer District Fund projects;

(C) The Director of Economic Development, for all Economic Development Fund and Grant

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projects;

(D) The Director of Facilities, for all other projects.

Section 5. This Resolution supersedes Resolution No. 20-971 and shall take effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Tracie Davies
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-There will be a DKMM meeting held here on Wednesday at 1:30 PM
-Read a statement.

Commissioner Lewis
-There will be a groundbreaking ceremony tomorrow for the Byxbe Campus tomorrow at 10:00 AM

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RESOLUTION NO. 22-66

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISCIPLINE AND DISMISSAL 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 Discipline and Dismissal of a Public Employee or Public Official.

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

RESOLUTION NO. 22-67

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 Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

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