

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 5, 2022

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

1
RESOLUTION NO. 22-345

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 2, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 2, 2022; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Absent Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
-None.

3
RESOLUTION NO. 22-346

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0504 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0504:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0504, memo transfers in batch numbers MTAPR0504 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2201231 (Quality Care)	Job and Family Services Placement	22511607-5342	\$ 25,290.00
PR Number	Vendor Name	Line Description	Line Account Amount
R2202791	QUALITY MASONRY CO INC	SECURITY DOOR PATCHING & PAINTING - JAIL	40111402 - 5328 \$49,800.00
R2202806	DLZ OHIO INC	NEEDS ASSESSMENT - JAIL	41711436 - 5410 \$47,500.00

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

4
RESOLUTION NO. 22-347

IN THE MATTER OF ACCEPTING THE DELAWARE COUNTY COURT CONTINUITY OF OPERATIONS PLAN (COOP):

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

WHEREAS, the purpose of the court Continuity of Operations Plan (COOP) is to provide for the continuity of essential court functions in the context of an uninhabitable building scenario; and

WHEREAS, the Emergency Management Board, the County Clerk of Courts, the 5th District Court of Appeals, the Delaware County Probate/Juvenile Courts, the Delaware County Common Pleas Courts, the County Prosecutor, and County Auditor have accepted the court Continuity of Operations Plan (COOP); and

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WHEREAS, the Director of Delaware County Office of Homeland Security and Emergency Management recommends accepting the Delaware County Court Continuity of Operations Plan (COOP);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the court Continuity of Operations Plan (COOP) and authorizes the President of the Board of Commissioners to execute the Authentication page of the Delaware County Court COOP document.

(A copy of the court Continuity of Operations Plan (COOP) is on file with the Delaware County Office of Homeland Security and Emergency Management).

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

5
SEAN MILLER, DIRECTOR
Delaware County Office Of Homeland Security And Emergency Management
-New Staff Introductions

6
RESOLUTION NO. 22- 348

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF’S OFFICE AND STANLEY CONVERGENT SECURITY SOLUTIONS, INC. FOR CAMERA ACQUISITION AND INSTALLATION AT THE DELAWARE COUNTY JAIL:

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

WHEREAS, the Delaware County Sheriff and staff recommend approval of a contract with Stanley Convergent Security Solutions, Inc. for Camera Acquisition and Installation at the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the contract with Stanley Convergent Security Solutions, Inc. for Camera Acquisition and Installation at the Delaware County Jail:

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. SECURITY CAMERA ACQUISITION AND INSTALLATION CONTRACT

This Contract for Services ("Contract") is entered into this 5th day of May, 2022 by and between Delaware County, Ohio ("County"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff's Office ("Sheriff"), whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Stanley Convergent Security Solutions, Inc. ("Stanley" or "Contractor") whose principal place of business is located at 11899 Exit 5 Parkway, Suite 100., Fishers, IN 46037. (Individually "Party," collectively "Parties").

1. Description of Services.

The purpose of this Contract is to provide additional security cameras at the Delaware County Jail, to include labor for engineering documentation updates, PLC program modifications, Touch Screen design changes Security Management Server updates, IP Camera configuration, Genetec Video Management configuration, assembly labor, and on-site maintenance service. The Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

Stanley Exhibit 1: "Quotation #210622-1" - Addition of 13 Cameras and Replacement of 12 Cameras in the Delaware County Jail

2. Compensation, Contract Maximum, and Term,

In exchange for the Services described in Stanley Exhibit 1, Sheriff shall pay Stanley the sum of Eighty-Three Thousand Seven Hundred Forty Dollars and Zero Cents (\$83,740.00). It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid for the Services under Exhibit 1 exceed the maximum of Eighty-Three Thousand Seven Hundred Forty Dollars and Zero Cents (\$83,740.00).

This contract shall be effective upon the date when the final party executes this contract and continues unless otherwise terminated as provided in this Contract. Stanley shall deliver and install the cameras, along with all other work described in Stanley Exhibit 1, in a reasonable amount of time.

3. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. Stanley shall not charge the County or Sheriff any tax and agrees to be responsible for all tax liability that accrues to Stanley as a result of

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this Contract and the Services that Stanley provides to the Sheriff pursuant to this Contract. County shall, upon request, provide Stanley with proof of exemption.

4. Warranty.

Stanley warrants its work and equipment as set forth in Exhibit 1.

5. Termination.

A Party may terminate this Contract for convenience at any time and for any reason upon delivering sixty (60) days written notice to the other Parties.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that Stanley shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, Stanley shall have no cause of action against Sheriff, and/or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will Sheriff, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by Stanley.

6. Indemnification.

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

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

Delaware County, Ohio is a political subdivision of the State of Ohio. The County and the Sheriff will not indemnify Stanley under any circumstances.

7. Insurance.

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

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

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

D. **Additional Insureds:** Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement. Contractor shall require all of its subcontractors to provide like endorsements.

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

8. Independent Contractor.

Stanley agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Stanley assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or

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deliverables rendered and/or received under or pursuant to this Contract. Stanley and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of Sheriff or Delaware County.

Provisions Relating to Compliance with State and Federal Law

9. Certification for Findings for Recovery.

By signature of its representative below, Stanley hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Pat Hickok
GENERAL MANAGER

10. Independent Contractor Acknowledgement/No Contribution to OPERS.

Sheriff 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 Stanley 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 Stanley 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 Contract. Stanley 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 Stanley is an individual or has less than five (5) employees, Stanley, 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 Acknowledgement Form ("Form"). Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Pat Hickok
GENERAL MANAGER

11. Non-discrimination.

Stanley certifies and agrees as follows:

Stanley, all subcontractors, and/or any person acting on behalf of Stanley or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

Stanley, all subcontractors, and/or any person acting on behalf of Stanley or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

12. Certification Regarding Personal Property Taxes.

By signature of its representative below, Stanley hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Pat Hickok
GENERAL MANAGER

13. Drug Free Environment.

Stanley 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. Stanley shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

14. Prohibited Interests.

Stanley 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, as prohibited by Ohio law. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

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15. County Policies.

The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

Miscellaneous Terms and Conditions

16. No Exclusivity.

Stanley shall not be the exclusive provider of the Services. Sheriff and County, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

17. Entire Agreement.

This Contract (and its Attachments and any amendments or modifications thereto) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

18. Severability.

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

19. Governing Law.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

20. Notice.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

21. 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.

22. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. Stanley may not subcontract any portion of this Contract.

23. Headings.

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

24. Force Majeure.

The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Contract is terminated as provided herein.

25. Competitive Bidding.

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Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. This contract is for supplementary, proprietary information technology equipment available from only a single vendor and/or consists of a replacement part or parts of equipment owned or leased by the County, and accordingly is exempt from competitive bidding requirements under R.C. 307.86(B).

26. Conflicts between Documents.

In the event of a conflict between the provisions of this document and Stanley Exhibit 1, the terms and conditions of this document will prevail.

27. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

(Exhibits on file at the Delaware County Sheriff’s office, until no longer of administrative value)

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

7

RESOLUTION NO. 22-349

IN THE MATTER OF APPROVING A MAINTENANCE CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY SHERIFF’S OFFICE AND STANLEY CONVERGENT SECURITY SOLUTIONS, INC.:

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

WHEREAS, the Delaware County Sheriff and staff recommend approval of a maintenance contract with Stanley Convergent Security Solutions, Inc. for cameras at The Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the maintenance contract with Stanley Convergent Security Solutions, Inc. for cameras at The Delaware County Jail:

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. SECURITY CAMERA MAINTENANCE CONTRACT

This Contract for Services ("Contract") is entered into this 5th day of May, 2022 by and between Delaware County, Ohio ("County"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Sheriff's Office ("Sheriff"), whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Stanley Convergent Security Solutions, Inc. ("Stanley" or "Contractor") whose principal place of business is located at I1899 Exit 5 Parkway, Suite 100., Fishers, IN 46037. (Individually "Party," collectively "Parties").

1. Description of Services.

The purpose of this Contract is to provide security camera on-site maintenance service. The Services shall be rendered by the Contractor in accordance with the following document, by this reference made part of this Agreement:

Stanley Exhibit I: "Quotation #208032-1" - 3 Years of Maintenance and Repair Service

2. Compensation, Contract Maximum, and Term.

In exchange for the Services described in Stanley Exhibit I, Sheriff shall pay to Stanley One Thousand Six Hundred Fifty-Eight Dollars and Eighty-Nine Cents (\$1,658.89) per month, billed quarterly, for a term of three (3) years, for a total of Fifty-Nine Thousand Seven Hundred Twenty Dollars and Four Cents (\$59,720.04). It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid for the Services under Exhibit 2 exceed the maximum of Fifty-Nine Thousand Seven Hundred Twenty Dollars and Four Cents (\$59,720.04).

This contract shall be effective upon the date when the final party executes this contract and continues unless otherwise terminated as provided in this Contract.

3. Taxes.

Delaware County, Ohio is a political subdivision and tax exempt. Stanley shall not charge the County or Sheriff any tax and agrees to be responsible for all tax liability that accrues to Stanley as a result of this

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Contract and the Services that Stanley provides to the Sheriff pursuant to this Contract. County shall, upon request, provide Stanley with proof of exemption.

4. Warranty.

Stanley warrants its work as set forth in Exhibits 1.

5. Termination.

A Party may terminate this Contract for convenience at any time and for any reason upon delivering sixty (60) days written notice to the other Parties Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that Stanley shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, Stanley shall have no cause of action against Sheriff, and/or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will Sheriff, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by Stanley.

6. Indemnification.

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

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

Delaware County, Ohio is a political subdivision of the State of Ohio. The County and the Sheriff will not indemnify Stanley under any circumstances.

7. Insurance.

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

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

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

D. Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement. Contractor shall require all of its subcontractors to provide like endorsements.

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

8. Independent Contractor.

Stanley agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Stanley assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and /

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or deliverables rendered and/or received under or pursuant to this Contract. Stanley and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of Sheriff or Delaware County.

9. Amendments to Terms and Conditions of Stanley Exhibit 1

The Parties mutually agree that the following Terms and Conditions under Stanley Exhibit 1 are hereby removed from this Contract and will have no force or effect:

- Section 1
- Section 2
- Section 3A
- Section 3B
- Section 8
- Section 9
- Section 10
-

Provisions Relating to Compliance with State and Federal Law

10. Certification for Findings for Recovery.

By signature of its representative below, Stanley hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

GENERAL MANAGER

Pat Hickok

11. Independent Contractor Acknowledgement/No Contribution to OPERS.

Sheriff 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 Stanley 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 Stanley 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 Contract. Stanley 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 Stanley is an individual or has less than five (5) employees, Stanley, 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 Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit Band by this reference is incorporated as a part of this Contract. Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Pat Hickok

GENERAL MANAGER

12. Non-discrimination.

Stanley certifies and agrees as follows:

Stanley, all subcontractors, and/or any person acting on behalf of Stanley or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

Stanley, all subcontractors, and/or any person acting on behalf of Stanley or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

13. Certification Regarding Personal Property Taxes.

By signature of its representative below, Stanley hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing the property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Pat Hickok

GENERAL MANAGER

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14. Drug Free Environment.

Stanley 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. Stanley shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

15. Prohibited Interests.

Stanley 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, as prohibited by Ohio law. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

16. County Policies.

The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

Miscellaneous Terms and Conditions

17. No Exclusivity.

Stanley shall not be the exclusive provider of the Services. Sheriff and County, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

18. Entire Agreement.

This Contract (and its Attachments and any amendments or modifications thereto) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

19. Severability

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

20. Governing Law.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

21. Notice.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

22. 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

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another specific term or provision or future breach.

23. Assignment and Subcontracting.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. Stanley may not subcontract any portion of this Contract.

24. Headings.

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

25. Force Majeure.

The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Contract is terminated as provided herein.

26. Competitive Bidding.

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. This contract is for supplementary, proprietary information technology equipment available from only a single vendor and/or consists of a replacement part or parts of equipment owned or leased by the County, and accordingly is exempt from competitive bidding requirements under R.C. 307.86(B).

27. Conflicts between Documents.

In the event of a conflict between the provisions of this document and Stanley Exhibit 1 or 2, the terms and conditions of this document will prevail.

28. Drafting, Counterparts, and Signatures.

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

**Exhibit 1
SERVICE AGREEMENT**

This Agreement Is made and entered into this 9th day of February, 2022 between Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Stanley and Delaware County Jail, OH, hereinafter referred to as "Customer".

System and Service

Stanley agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Delaware County Jail 844 US 42 North
Delaware, OH 43015
Phone: 740-833-2856
Email: nkarafa@co.de!aware_oh.us
Attn: Asst. Director Nicholas Karafa

Terms of Renewal and Expiration

This Agreement Is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment: Customer agrees to pay Stanley:

\$ 1,658.89 for services per month, as described in the Schedule of Service, payable monthly, ■ quarterly, or annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 01/01/2022. Stanley may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written

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notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

Schedule of Service:

<p><u>Total Price of \$1,658.89/Month Provides:</u> Labor Only Service Agreement (Monday thru Friday, 8am to 4pm ET)</p> <p><u>Priority Response Plan:</u> Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure). Semi-annual inspections and system calibration (*) Free telephone consultation, during business hours Total Diagnosis of system problems and guaranteed repair Free remote diagnosis using our Secure Gateway(*)</p> <p>(*)Note: There will be an added cost per month for service during after hours or holiday hours (*)Note: Requires High-speed Internet connection provided and managed by you</p>

Service Agreement

Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**
Allen-Bradley programmable logic controller equipment.
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**
Intercom and paging system components including intercom headend, intercom field devices, and speakers.
- **CCTV System**
Including CCTV switcher interface, camera(s) and monltor(s).
- **Duress/Watchtour System**
Including headend equipment and pushbutton(s).
- **Security Management System**
Informer security management system computer.
- **Software**
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

Scope of Genetec Video Management System Software Maintenance:

For the purpose of this agreement, the Genetec Video Management System Software Maintenance is defined to cover the following software:

- **Genetec Video Management Software**
Including system management, service releases, hotfixes, and minor & major release upgrades.

Not included in our agreement:

- Additional Service will be charged at the current service rates.
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware.
- Wonderware license upgrades.
- Obsolete or discontinued equipment.
- Video Visitation Systems.
- VCRs. We no longer service VCRs.
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)

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- Mechanical parts & labor on door lock system.
- Fire Alarm System.

**STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
CONSTRUCTION CONTRACT ADDENDUM**

This Addendum is attached to and incorporated by reference into that Contract for Services (the "Agreement") between Stanley Convergent Security Solutions, Inc. (hereinafter "Subcontractor" or "SCSS") and Delaware County Sheriff's Office (hereinafter "Owner").

1 **Applicability:** This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Work on the above Project. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail. Owner expressly agrees and understands that under no circumstances shall the Agreement or any attachments or modifications hereto bind SCSS to the terms and conditions of any agreement between Owner and any other party that are in any way contrary to this Addendum or which expand SCSS's liability beyond that expressly stated in the Agreement and this Addendum.

2 **Indemnification:** In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

3 **Hazardous Materials:** In all cases except when the project involves new construction, Owner represents and warrants that to the best of Owner's knowledge the work site is free of any hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, SCSS will not be required to install or service the equipment at such site unless and until Owner certifies the removal or safe containment of such hazardous materials.

4 **WARRANTY DISCLAIMER:** EXCEPT FOR ANY WARRANTIES AGREED UPON IN THE AGREEMENT SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5 If applicable, Owner shall not assess liquidated or delay damages against SCSS unless and until the Owner gives written notification of intent and basis of determination of amounts and degree of responsibility of SCSS and all other Owners. Such written notification must be given within a reasonable period of time after the occurrence for which the Owner seeks to assess damages, not to exceed ten (10) days after the alleged event causing the damage. However, liquidated and/or delay damages, taken in the aggregate, shall not exceed 10% of the Agreement price.

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

(Exhibits on file at the Delaware County Sheriff's office, until no longer of administrative value)

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

**8
RESOLUTION NO. 22-350**

**IN THE MATTER OF APPROVING SUPPLEMENTARY CONDITIONS NO. 1 TO THE
CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND
GILBANE BUILDING COMPANY FOR THE BYXBE CAMPUS PROJECT:**

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

WHEREAS, the Director of Facilities recommends approving Supplementary Conditions No. 1 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County approves the Supplementary Conditions No. 1 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus Project:

Supplementary Conditions No. 1

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below, in accordance with Section 12.4.1 of the General Conditions. All provisions not amended herein shall remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned

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to them in those documents.

Project Number: 2017.272
Project Name: Delaware County Byxbe Campus DACC
Redevelopment
 Site Address: 1610 State Route 521
 Delaware, Ohio 43015

Owner/Contracting Authority: Delaware County Board of Commissioners
 Address: 91 North Sandusky St.
 Delaware, Ohio 43015
 Project Manager: Jon Melvin, Director of Facilities

Construction Manager (“CM”): Gilbane Building Company
 CM’s Principal Contact: Bob Sewell, Vice President/ Regional Operations Manager
 Address: 145 E. Rich St., 4th Floor
 Columbus, OH 43215

Architect/Engineer (“A/E”): M+A Architects
 A/E’s Principal Contact: Janell Arehart
 Address: 775 Yard Street, Suite 325
 Columbus, Ohio 43212

MODIFICATIONS TO GENERAL CONDITIONS

Replace Section 9.2.12.1 with the following:

9.2.12.1 Notwithstanding anything to the contrary in section 153.12, *et seq.*, of the Revised Code, partial payments to the CM for labor shall be made at the rate of 96 percent of the amount invoiced through the CM Payment Request that shows the Work is 100 percent complete.

Delete Section 9.2.12.2 in its entirety.

Replace Section 9.2.14.2 with the following:

9.2.14.2 Notwithstanding anything to the contrary in section 153.12, *et seq.*, of the Revised Code, the Owner/Contracting Authority and CM agree that all funds retained for faithful performance of the Work, in accordance with Section 9.2.12.1, shall be maintained in the Owner/Contracting Authority’s designated fund for the Project and not in a separate, interest-bearing escrow account.

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

9
RESOLUTION NO. 22-351

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND APPROVING A PURCHASE ORDER INCREASE FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriation		
21111173-5365	Emergency Rental Assist Prog 2/Grant Related Services	177,000.00
21111173-5601	Emergency Rental Assist Prog 2/Grants In Aid	1,244,587.47

FURTHER, BE IT RESOLVED the Board of Commissioners approves a purchase order increase to United Way of Delaware County P2202327 for \$177,000.00 (21111173-5365) and \$1,244,587.47 (21111173-5601).

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

10
ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
 -Want to thank Marisa Stith, Karen First and Julie Chappel for stepping up and taking over the Emergency Rental Assistant Program.
 -Thank you to Rob Platte for all of his efforts with the Economic Development Department. He will be missed.

Dawn Huston, Deputy Administrator
 -No reports.

11
COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell
 -We will Rob Platte well as he takes on his new role as Township Administrator of Jersey Township (Licking County).
 -Attended the Chamber’s Annual Dinner on Tuesday evening.

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Commissioner Benton

- Best wishes to Rob Platte.
- Will be attending the Liberty Township groundbreaking of their new Fire Station.
- Attended the CEBCO Board Retreat last Thursday and Friday.
- Will be attending the MORPC Executive meeting today.
- Want to wish all the moms watching and in the room a Happy Mother's Day.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners