

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

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

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

1
 RESOLUTION NO. 23-43

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 23, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 23, 2023; 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 Aye Mr. Merrell Aye Mr. Benton Aye

2
 PUBLIC COMMENT
 -None.

3
 RESOLUTION NO. 23-44

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0125 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0125:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0125, memo transfers in batch numbers MTAPR0125 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2300294	CURTIS,DAN	APIARY SERVICE	10011102 - 5301	\$17,000.00
R2301311	SYN TECH SYSTEMS INC	MAINTENANCE AGREEMENT FOR FUEL SYSTEM	10011106 - 5325	\$10,600.00
R2301328	ORACLE ELEVATOR HOLDCO INC	ELEVATOR MAINT. AGREEMENT	10011105 - 5325	\$6,600.00
R2301806	MATHESON TRI-GAS INC	LINCOLN RANGER 330 MPK	66211900 - 5450	\$10,986.11
R2301808	PRIME CONSTRUCTION MANAGEMENT & SURVEY INC	ON CALL INSPECTION SERVICES - NON CIP	66211900 - 5301	\$75,000.00
R2301808	PRIME CONSTRUCTION MANAGEMENT & SURVEY INC	CIP PROJECT INSPECTION SERVICES - NEW DEVELOPMENT	66711900 - 5410	\$25,000.00
R2301809	DLZ OHIO INC	ON CALL INSPECTION SERVICES - NON CIP	66211900 - 5301	\$25,000.00
R2301809	DLZ OHIO INC	INFRASTRUCTURE CIP PROJECT	66611900 - 5403	\$62,500.00
R2301809	DLZ OHIO INC	INSPECTION SERVICES - NEW DEVELOPMENT	66711900 - 5410	\$50,000.00
R2301824	XYLEM WATER SOLUTIONS USA INC	3312.865-0041061 REHAB	66211900 - 5428	\$45,105.00
R2301835	BLUEBEAM INC	BLUEBEAM SUBSCRIPTION	66211900 - 5320	\$14,494.65

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

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R2301847	BUILDING SAFETY		PERMIT AND REVIEW FEES	66611900 - 5410	\$5,452.16	
Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye

**4
RESOLUTION NO. 23-45**

IN THE MATTER OF AMENDING RESOLUTION NO. 21-195 (APPOINTING THE CLERK AND DEPUTY CLERKS FOR THE BOARD OF COMMISSIONERS) TO REFLECT PERSONNEL CHANGES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to amend Resolution No. 16-1225, Resolution No.18-921, and Resolution No. 21-195 (Appointing the Clerk and Deputy Clerks for the Board of Commissioners) to reflect personnel changes:

WHEREAS, Resolution No.16-1225 appointed Jennifer Walraven, Clerk and Sarah Dinovo, Dawn Huston, and Si Kille, Deputy Clerks to the Board of Delaware County Commissioners; and

WHEREAS, Resolution No. 18-921 appointed Sharon Fridley as an additional Deputy Clerk to the Board of Delaware County Commissioners, due to the transfer of Si Kille to the Auditor’s office; and

WHEREAS, Resolution 21-195 appointed Marisa Stith, Karen First, Jane Hawes, and Heather Van Hull as additional Deputy Clerks to the Board of Delaware County Commissioners; and

WHEREAS, some of the named Deputy Clerks are no longer Delaware County Board of Commissioners employees; and

WHEREAS, from time to time there exists the possibility of multiple absences from the workplace at the same time; and

WHEREAS, the Delaware County Board of Commissioners’ Office may still need to accept official filing of petitions and other paperwork during periods of multiple absences; and

WHEREAS, the Delaware County Commissioners may still need to conduct meetings during periods of multiple absences;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners appoints Julie Datko, Alison Messick, and Justin Nahvi as additional Deputy Clerks to the Board of Delaware County Commissioners.

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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**5
RESOLUTION NO. 23-46**

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

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

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

WHEREAS, due to the cancelation of regular sessions of the Board at various times during February 2023 the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from February 14, 2023 through February 24, 2023, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners’ departments.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 22-995, which shall remain in full force and effect.

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

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

6
RESOLUTION NO. 23-47

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM SLICK WHISKERS DEPOT, INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5 liquor license from Slick Whiskers Depot Inc., located at 9999 Sawmill Parkway & Patio, Powell, Ohio 43065; And

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

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

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

7
RESOLUTION NO. 23-48

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2023:

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 2023;

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 2023 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 26th day of January, 2023 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

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

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 2023 apiary season, which terminates on approximately October 31, 2023.

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 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

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

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 R2300294, in the amount of \$17,000.00

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

**8
RESOLUTION NO. 23-49**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services Department is requesting to attend various trainings and conferences throughout 2023 at the cost of \$13,200.00 (fund numbers 22411601, 22411604, 22411605, 22511607, & 70161603).

The Emergency Medical Services Department is requesting that Assistant Chief Rachael Cox attend the National PELRA’s Annual Training Conference in Louisville, Kentucky from April 22-26, 2023 at the cost of \$2,471.00 (fund number 10011303).

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

**9
RESOLUTION NO. 23-50**

IN THE MATTER OF AMENDING THE PUBLIC HEARING DATE FOR THE VILLAGE AT HARVEST WIND CONDOMINIUMS WATERSHED DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, with Resolution No. 22-825, the Board of County Commissioners fixed Monday March 6, 2023, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, as the time and place for the first hearing on the petition for the Village at Harvest Wind Condominiums Watershed, filed by the Village at Harvest Wind Condominiums; and

WHEREAS, due to scheduling conflicts the Board of County Commissioners wishes to amend the date for the first hearing;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Thursday, March 2, 2023, at 11:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the amended time and place for the first hearing on the petition.

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

**10
RESOLUTION NO. 23-51**

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSIONS SCHEDULED FOR MONDAY MARCH 6, 2023; MONDAY MARCH 13, 2023; THURSDAY MARCH 16, 2023; AND THURSDAY MARCH 30, 2023:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Commissioners’ sessions scheduled for Monday March 6, 2023; Monday March 13, 2023; Thursday March 16, 2023; and Thursday March 30, 2023.

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

**11
RESOLUTION NO. 23-52**

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

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

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

WHEREAS, due to the cancelation of regular sessions of the Board at various times during March 2023 the Board wishes to specifically authorize the County Administrator to perform certain duties of the Board necessary for continued efficient operation of county government;

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

Section 1. The Board hereby authorizes the County Administrator, pursuant to section 305.30 of the Revised Code, from March 10, 2023 through March 17, 2023, to review and approve the following: supplemental appropriations; transfers of appropriations; reductions in appropriations; transfers of funds; advances of funds; repayments of advances; reclassifications of advances; continuations of advances; establishing new funds; establishing new organization keys; renaming organization keys; and approval of purchase requests over \$5,000 for the Commissioners' departments.

Section 2. The authority granted herein shall be in addition to the authority delegated in Resolution No. 22-995, which shall remain in full force and effect.

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

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

12

RESOLUTION NO. 23-53

IN THE MATTER OF RE-SCHEDULING THE COMMISSIONERS' SESSION FOR THURSDAY FEBRUARY 16, 2023 AT 9:30A.M.:

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

WHEREAS, with Resolution NO. 23-03 the Delaware County Board of Commissioners previously canceled their regular session for Thursday February 16, 2023; and

WHEREAS, the Delaware County Board of Commissioners now wish to re-schedule the Commissioners' Session for Thursday February 16, 2023 at 9:30A.M.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves re-scheduling the Commissioners' Session for Thursday February 16, 2023 at 9:30A.M..

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

13

**JANE HAWES, DIRECTOR OF COMMUNICATIONS
BOARD OF COMMISSIONERS DISCUSSION ITEM
RE: COMMUNITY ENHANCEMENT GRANTS AND THE ARTS CASTLE**

14

RESOLUTION NO. 23-54

IN THE MATTER OF AUTHORIZING THE PURCHASE OF POWER STRETCHERS FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has before it a request from the Delaware County Emergency Medical Services Department to expend county monies for the purchase of two new Power-Load systems and Stretchers; and

WHEREAS, all new front-line Ambulances in the Delaware County fleet shall be outfitted with Power-Load systems and Stretchers; and

WHEREAS, the Board is a member of Savvik Buying Group's cooperative purchasing program (the "Program"), and the Power-Load systems and Stretchers are available for purchase through the Program, in accordance with section 9.48 of the Revised Code;

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

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

Section 1. The Board hereby authorizes the purchase of two new Stretchers and Power-Load systems for the use of the Delaware County Emergency Medical Services Department at the total cost of \$127,655.30.

Section 2. The purchase authorized herein shall be from Stryker Medical, in accordance with Program Bid #10345 and Stryker Quote Number 10582174, dated January 17, 2023, which are hereby approved.

Section 3. The Board hereby approves the purchase order to Stryker Medical for the purchase authorized herein from 42311453/5450.

Section 4. This Resolution shall take immediate effect upon passage.

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

15

RESOLUTION NO. 23-55

IN THE MATTER OF APPROVING AN EMPLOYER SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT, AND OHIOHEALTH CORPORATION FOR EMPLOYEE HEALTH PROGRAM SERVICES:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Employer Services Agreement by and between the Delaware County Board of Commissioners, the Delaware County Emergency Medical Services Department, and OhioHealth Corporation for employee health program services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Employer Services Agreement by and between the Delaware County Board of Commissioners, the Delaware County Emergency Medical Services Department, and OhioHealth Corporation for employee health program services:

**OhioHealth
Believe In We
Employer Services Agreement**

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Services division ("Supplier") as described below:

Company: Delaware County EMS
Company Information
Contact Name: Rachael Cox
Title: Assistant Chief-Administration
Address:
City/State/Zip:
Phone: 740-833-2194
Email: RCox@co.delaware.oh.us
of Employees:
of Employees Estimated to Receive Service(s): 125

Billing information:
Contact Name: Anna Smith
Title: Fiscal Coordinator
Address: 10 Court St
City/State/Zip: Delaware OH 43015
Phone:
Email:

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

- X Schedule A: Employment/Pre Employment Services
- X Schedule C: Wellness/Employee Health Program Services

This Employer Services Agreement is subject to the attached Terms & Conditions to Employer Services Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Services Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

to be an original but all of which taken together shall constitute one and the same agreement.

Terms & Conditions to Employer Services agreement

1. Engagement. The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
2. Scheduling and Space. The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
3. Required Consent/Release Forms. The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
4. Fees/Payments. The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
5. No Requirement to Refer. It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
6. Term and Termination; Cancellation Fee. This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
7. Qualifications. The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff ") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
8. Records. Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
9. Confidential and Proprietary Information. Except as otherwise required by applicable law or court order, the parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless it has obtained prior written consent for such disclosure. Confidential Information does not include "public records," as that term is defined in section 149.43 of the Ohio Revised Code, or Records or Aggregate Reports information already in the public domain.
10. Non-Solicitation. The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
11. Insurance. Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self- insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.
12. Liability. Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.
13. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Services, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202.

Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.

14. **Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.

15. **Miscellaneous.** Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

16. **Survival.** The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

**SCHEDULE A
EMPLOYMENT PRE-EMPLOYMENT SERVICES**

1. Summary

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

2. Services to be Performed by OhioHealth Employer Services

T-Spot TB testing (blood draw) \$86.00 per test

- Specimen sent to lab same day as drawn.
- Results reporting in 5 to 7 business days.
- Negative results forwarded to the employer contact immediately.
- Positive results mailed directly to the patient via certified mail, then forwarded to the employer contact.

Hepatitis B Vaccine \$113.00 per injection (\$326.00 total)

- Requires a series of 3 injections: Initial dose, 2nd dose administered 1 month after initial dose, 3rd dose administered 5 months after second dose.

Hepatitis B Surface Antibody (Titer) \$67.00 per test

Post-vaccination testing should be considered for individuals at occupational risk due to exposure. Post-vaccination testing should occur 1 to 6 months after vaccination. Re-vaccination should be considered for individuals who do not adequately respond to vaccination initially. Despite the decline of antibody levels with time, routine booster doses and serologic monitoring are not recommended for patients with normal immune status.

- Result will be reported as qualitative (immune or non-immune).

3. Location and Hours of Operation

Medical Statement Exam and PAS to be rendered at any OhioHealth WorkHealth location. Central Ohio OhioHealth WorkHealth locations open Monday to Friday from 7:00am to 4:00pm.

4. Records

Documentation/records generated by Employer Services in connection with the Wellness Program Services are the property of Employer Services and will constitute "protected health information" under HIPAA. Records will not be disclosed to Company unless the employee has expressly authorized such disclosure.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

SCHEDULE C
WELLNESS PROGRAM I EMPLOYEE HEALTH PROGRAM SERVICES

5. Summary

To provide wellness program or employee health program services ("Wellness Program Services") to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

6. Services to be Performed by OhioHealth Employer Services

On-site full-time fitness staffing- certified Exercise Physiologist \$8,034 per month/\$96,408 annually
Lead a minimum of 20 weekly group fitness training sessions
Coordinate with DCEMS fitness committee to create regular challenges and programs
Develop and implement annual physical ability screenings for all full-time and part-time medics
Conduct annual InBody assessments
Meet one-on-one with medics to discuss health goals and workout plans
Participate in SIM Lab and go on runs, as needed
Other fitness support as deemed appropriate by DCEMS and OhioHealth

Registered Dietitian Support \$650 per month/\$7800 annually
10 hours per month to include:
Monthly 2-page newsletter for medics
One cooking demo/education session at one station per month (does not include food/food costs)
1-1 consultations with medics with remainder of hours

7. Location and Hours of Operation

Services to be rendered onsite at DCEMS locations. Scheduled to be coordinated by ORES Exercise Physiologist and DCEMS Assistant Chief for Administration.

8. Records

Documentation/records generated by Employer Services in connection with the Wellness Program Services are the property of Employer Services and will constitute "protected health information" under HIPAA. Records will not be disclosed to Company unless the employee has expressly authorized such disclosure.

9. Data Sharing

Data WILL be shared

X Data WILL NOT be shared

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

16

RESOLUTION NO. 23-56

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM FINAL STATUS REPORT FOR 2022:

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

Exhibit #2
Report Cover Page

REPORT DUE: January 31, 2023

COUNTY: Delaware DATE OF REPORT: 1-11-2023

ITEMS TO BE INCLUDED WITH THE REPORT

- A. Auditors Report dated 12-31-22.
B. Detailed explanation of expenditures on the Financial Report provided.
C. Itemized listing of purchase orders carried into 2023.
D. Detailed explanation of activities on the Activity Report provided.
D. An up to date inventory list.
E. Disposal of Equipment Form as provided (if applicable).

REVENUE

Table with 2 columns: Description and Amount. Rows include Unexpended balance on 1-1-2022, Total DKMM Funds received year to date, Miscellaneous Reimbursements 2021, and Total DKMM Funds Available.

EXPENDITURES (totals from the Financial Report)

Table with 2 columns: Description and Amount. Rows include Salaries, Fringe Benefits, and Contracts.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

Equipment	\$
Supplies	\$ 253.67
Advertising (general)	\$ 1,694.69
Event advertising (minimum \$1,000)	\$
Awards	\$
Travel	\$
Other	\$ 345.00
Total DKMM Funds Available (line 4 above)	\$78,069.00
Total All Expenditures 2021	\$78,069.00
Total of Purchase Orders Carried into 2022	\$ <u>0.00</u>

*** Unencumbered Fund Balance** **\$**
(Unencumbered fund balance = total funds-expenditures-purchase orders carried into 2022)

* If the unencumbered fund balance is more than 10% of the total contract amount, the difference must be paid to DKMM as outlined in the agreement.

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

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

17
RESOLUTION NO. 23-57

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COMMERCIAL EXPRESS BUILDING SERVICES, INC., FOR JANITORIAL SERVICES AT 50 CHANNING STREET AND 149 N. SANDUSKY STREET, DELAWARE, OHIO:

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

WHEREAS, the Director of Facilities recommends approval of the Services Agreement by and between the Delaware County Board of Commissioners and Commercial Express Building Services, Inc., for Janitorial Services at 50 Channing Street and 149 N. Sandusky Street, Delaware, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Services Agreement by and between the Delaware County Board of Commissioners and Commercial Express Building Services, Inc., for Janitorial Services at 50 Channing Street and 149 N. Sandusky Street, Delaware, Ohio:

SERVICES AGREEMENT

This Agreement is made and entered into on January 26, 2023 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Commercial Express Building Services, Inc., 981 Gray Dr., Pickerington, OH 43147 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide Janitorial Services at 50 Channing St., and 149 N Sandusky St., Delaware, OH (the "Services").
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Specification for Facility Cleaning Service Frequencies & Schedule, attached hereto as Exhibit A and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes, commencement, and suspension of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the following fee schedule:
- 149 N. Sandusky - \$1,867.83/month and \$22,413.96/year
 - Channing (South Wing) - \$1,144.82/month and \$13,737.84/year
 - Channing (North Wing) - \$1,152.89/month and \$13,834.68/year
- 4.2 For all Services, the total compensation under this Agreement shall not exceed \$49,986.48 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

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

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services in accordance with Exhibit A. The term of this Agreement shall be for one (1) year.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 SUSPENSION OR TERMINATION OF AGREEMENT

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

8 INDEMNIFICATION

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

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10 MISCELLANEOUS TERMS AND CONDITIONS

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

18

RESOLUTION NO. 23-58

IN THE MATTER OF APPROVING CHANGE ORDERS OCO-07, OCO-08, OCO-09 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE BYXBE CAMPUS DACC REDEVELOPMENT PROJECT:

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

WHEREAS, the Director of Facilities recommends approval of change orders OCO-07, OCO-08, and OCO-09;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change orders OCO-07, OCO-08, and OCO-09 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus DACC Redevelopment Project, as follows:

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

Other business:

RESOLUTION NO. 23-60

IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, THE MEIJER SETTLEMENT PARTICIPATION AGREEMENT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is a the duly elected legislative body for Delaware County, Ohio (the "County"), and is a body corporate and politic under the laws of the State of Ohio; and

WHEREAS, the Board, through its appointed counsel, is engaged in litigation against Meijer, Inc., and affiliated entities ("Meijer"), claiming the Board, the County, and the residents of the County have been harmed by misfeasance, nonfeasance and malfeasance committed by Meijer with respect to Meijer's role in the opioid pharmaceutical supply chain; and

WHEREAS, a settlement proposal is being presented to the Board, and other local governments, by Meijer to resolve governmental entity claims consistent with the material terms of a bidding term sheet and settlement agreement dated November 16, 2022; and

WHEREAS, the Board wishes to agree to the material terms of the proposed settlement for and on behalf of the County;

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

Section 1. That the Board hereby approves the proposed settlement and the Meijer Settlement Participation Agreement.

Section 2. That the Board hereby authorizes the County Administrator to execute the Meijer Settlement Participation Agreement on behalf of the Board.

Section 3. That it is found and determined that all formal actions of the Board relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

20

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

21

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Will be attending the Regional Planning meeting tonight
-Tomorrow will be Legislative Update at 1:00 PM

Commissioner Lewis
-Thank you to the Facilities team and the Engineer's office for keeping up with the snow fall

Commissioner Benton
-Watched a fiber webinar put on by CCAO. They are working on securing grants to serve the under or not served areas of our county
-Tomorrow is the legislative update
-Tomorrow morning there will be a special Land Bank meeting
-The Mission Court will have a graduation tomorrow
-Will be attending a CEBCO board meeting tomorrow.

22

RESOLUTION NO. 23-61

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023

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

WHEREAS, pursuant to section 121.23(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 121.23(G)(1)–(7) of the Revised Code; and

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

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

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

RESOLUTION NO. 23-62

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

RECESS 11:04 AM/RECONVENE 1:30 PM

RESOLUTION NO. 23-63

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT 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 121.23(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 121.23(G)(1)–(7) of the Revised Code; and

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

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

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

RESOLUTION NO. 23-64

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 26, 2023**

Jennifer Walraven, Clerk to the Commissioners