

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 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

Absent:
Barb Lewis, Commissioner

10:00 A.M. Public Hearing For Drainage Improvement Petition For The Vienot #23 Watershed

1
RESOLUTION NO. 23-189

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 2, 2023:

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 March 2, 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 Absent Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 23-190

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0308:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0308 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Finance Director-Delaware (P2300661)	Court Related Services	10029203-5360	\$7,985.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2302324	DOMESTIC RELATIONS COURT	IV- D CONTRACT SERVICES FOR 2023	23711630 - 5360	\$49,655.89
R2302358	SHERIFF'S OFFICE	IV-D CONTRACT SERVICES 2023	23711630 - 5301	\$102,399.20
R2302359	PROSECUTORS	IV-D CONTRACT SERVICES 2023	23711630 - 5301	\$47,268.63
R2302403	BUCKEYE POWER SALES CO INC	SERVICE CONTRACT GENERATORS	10011105 - 5325	\$15,000.00
R2302416	UNITED WAY OF DELAWARE COUNTY INC	ERAP 2 SUBRECEIPIENT GRANT ADMINISTRATION	21111173 - 5601	\$1,421,639.00
R2302459	WANNER METAL WORX INC	VENT COVERS - JAIL	42311453 - 5410	\$6,080.00
R2302461	CENTRISYS CORPORATION	CENTRIFUGE REPAIR AT LOWER SCIOTO	66211900 - 5428	\$38,633.00
R2302464	ELECTRONIC SPECIALTY COMPANY	AV SYSTEM NEW HEARING ROOM - COURTHOUSE BUILDOUT	42311453 - 5410	\$49,000.00
R2302468	IDEXX DISTRIBUTION INC	CONSUMABLES FOR IDEXX QUANTI-TRAY TESTING FOR E	66211900 - 5201	\$5,500.00

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

R2302470	PELTON ENVIRONMENTAL PRODUCTS	DIFFUSER ASSEMBLIES	66211900 - 5201	\$10,100.00		
R2302493	BURGESS AND NIPLE INC	ASSET MANAGEMENT PROGRAM SUPPORT SERVICES	66211900 - 5301	\$25,000.00		
R2302500	MUNICIPAL EMERGENCY SERVICES INC	HURST JAWS OF LIFE - DTU	42311453 - 5450	\$6,985.00		
R2302507	MASTER LIGHTING SERVICE INC	CONVERT LIGHTS TO LED AT LS	66211900 - 5328	\$14,937.90		
Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Absent	Mr. Benton	Aye

**4
RESOLUTION NO. 23-191**

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 13.953 OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on February 7, 2023 the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney-at- Law, agent for the petitioners, requesting annexation of 13.953 acres, more or less, from Delaware Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 13.953 acres, more or less, from Delaware Township to the City of Delaware.

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Absent
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**5
RESOLUTION NO. 23-192**

IN THE MATTER OF APPROVING A PUBLIC SAFETY TRAINING AGREEMENT BETWEEN THE CITY OF COLUMBUS DEPARTMENT OF PUBLIC SAFETY, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY SHERIFF’S OFFICE FOR SENDING DELAWARE COUNTY SHERIFF’S OFFICE CADETS TO THE COLUMBUS POLICE DEPARTMENT ACADEMY:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following public safety training agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following public safety training agreement between the City of Columbus Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office:

TRAINING AGREEMENT
Between

City of Columbus Department of Public Safety
and
The Delaware County Commissioners and the Delaware County Sheriff’s Office

This Agreement is entered into this 9th day of March, 2023 at Columbus, Ohio by and between the Delaware County Sheriff’s Office, and the City of Columbus, Department of Public Safety, Division of Police.

RECITALS

WHEREAS, The Parties desire to enter into a Training Agreement for the recruits of the Delaware County Sheriff’s Office to attend the Columbus Police Training Academy operated by the City of Columbus Department of Public Safety;

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

WHEREAS, The Parties agree to send 5 recruits to attend the 142nd Training Academy;

WHEREAS, The City of Columbus operates an Ohio Certified Ohio Peace Officers Training Academy for the training of police recruits for its Public Safety forces;

WHEREAS, The City of Columbus from time to time has the facilities and space to train recruits beyond the number required for its own purposes; and,

WHEREAS, the Parties desire to enter into an Agreement to train the recruits of the Delaware County Sheriff's Office for purposes of certifying those individuals as public safety officers for employment by the Delaware County Sheriff's Office with the necessary certifications by the State of Ohio to be appointed to serve as a Police Officer for the Delaware County Sheriff's Office;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. The Parties understand that the training of recruits by the City of Columbus may exceed the requirements established for the certification of public safety officers by the State of Ohio. All recruits are required to meet both the entry standards and the training requirements set by the City of Columbus, Department of Public Safety, in order to successfully begin and complete the training academy to which they are admitted. The failure to meet these entry standards and training requirements will result in the removal of that recruit at the time of the failure, as determined by the academy commander.
2. The recruit training staff will take reasonable steps to remediate recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. Such efforts will include notification of the sponsoring agency.
3. In the event the commander, has exhausted all reasonable remedial efforts and the deficient recruit has failed to improve or is deemed, at the sole discretion of the academy commander to be either unwilling or unable to meet the requirements established for successful completion of the training program, said recruit will be dismissed with notification to the sponsoring agency.
4. If necessary, at the sole discretion of the academy commander, representatives of each Party may meet to discuss the recruit's performance deficiencies.
5. If a recruit is injured and unable to continue or complete attendance, or is unable to continue due to a personal emergency not related to past performance, said recruit may be allowed to return for the next class offered by the City of Columbus.
6. The City of Columbus does not assume liability for any injuries sustained by any recruit of a sponsoring agency sustained during participation in the Academy, remediation session or individual workout while on or off City property.
7. Recruits will be required to sign a Liability Release in favor of the City of Columbus, acknowledging the inherent dangers of their training and their sole potential recourse under Ohio Worker's Compensation laws, if they were to be injured during training, whatever the cause.
8. The Sponsoring Agency agrees to pay the recruit's tuition as follows:
 - a. \$3,000 no later than four (4) weeks prior to commencement of training AND
 - b. \$3,000.00 at the conclusion of training.
 - c. Should the Sponsoring Agency provide assistance to the City of Columbus then a 10% discount for instructors that instruct a minimum of ten hours will be applied. The discount is for one recruit per agency, per class. Such assistance includes, but is not limited to, providing instructors.
 - d. The parties agree that failure of Sponsoring Agency to pay the agreed upon \$3,000.00 at a time no later than four weeks prior to the commencement of training will result in the automatic termination of this contract and this agreement in its entirety shall become null and void.

If training is terminated for any reason, the tuition amount is prorated to the extent it exceeds the non-refundable amount of \$3,000.00

(NOTE: Additional recruits beyond one shall receive a 10% discount on the tuition total, i.e., \$5,400.00, applied only to the final payment.)

9. Tuition includes all of the labor and educational materials, including those necessary for remedial training. It also includes: customized 10-code tests for each recruit; access to "family

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

night” for those wishing to participate; observation by a physician and medics during certain training; full participation in all aspects of the Academy to include all scenario-based training exercises and use of all associated equipment and facilities; and, a badge-pinning ceremony and formal graduation.

10. The City of Columbus shall provide the following:

- Orientation session prior to start date
- Professional training to satisfy Ohio requirements for Public Safety officer certification

The Sponsoring Agency shall provide:

- Tuition
- Uniforms
- Background check as required by the State of Ohio
- Any Sponsoring Agency’s test on the policies and procedures of that particular agency
- supplies as required- to include but not limited to:
 - Two plain black 3-inch 3-ring binders
 - running shoes
 - Mat shoes
 - Hand wraps, mouth piece, and ice bag
 - Towel, soap and shampoo for showers
 - Physical Training gear
 - Flashlight
 - White T-Shirts
 - Black socks
 - Black leather gloves (to be worn with uniform)
 - Class Dues
- Ammunition:
 - 3,000 rounds of issued side arm ammo
 - 300 rounds 12 gauge buckshot
 - 150 rounds 12 gauge slugs
 - 60 rounds of 5.56mm FMJ rifle ammo
 - 300 simunition blank rounds
 - 150 simunition marking rounds
 - More ammunition, simunitions, both blank and marking, may be needed if recruit needs to do requalification and/or remediation.
- Uniforms- to include the following:
 - 5 recruit shirts – as determined by Academy
 - 2 recruit pants – as determined by Academy
 - 1 Pair of boots – as determined by Academy
 - 1 recruit tie – as determined by Academy
 - 1 recruit hat – as determined by Academy
 - 1 trouser belt
 - 2 coats; one lightweight and one winter
 - 1 rain coat
 - 1 traffic vest
 - PT Gear as determined by Academy
 - Black swimsuit(men will need swim shorts with at least 8” inseam, women will need a 1 piece
 - 1 Gunbelt with 3-4 beltkeepers
 - 1 gun holster
 - 1 plastic blue/orange gun
 - 1 mag holder
 - 1 mace holder
 - 1 baton with baton holder
 - 1 cuff case with cuffs
 - 1 plastic blue taser(if agency uses a taser other than X26p)
 - 1 taser holster
- All items shall be provided no later than 14 days before the first day

11. All training records of each individual recruit will be kept in accordance with the Columbus Division of Police Recruit Training SOP and OPOTA requirements. Upon the successful completion of or dismissal from the Columbus Division of Police Recruit Training Program all training records of each individual recruit will be forwarded to the contracting agency, with copies maintained by the Columbus Division of Police Training Academy.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

12. This agreement will terminate as to each individual recruit upon that recruit’s successful completion from the Training Academy, and/or upon that recruit being dismissed from this Training Academy, whichever event occurs first. The City of Columbus, Department of Public Safety, Division of Police will thus have no further obligation to provide any type of training upon termination of this agreement.

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

**6
RESOLUTION NO. 23-193**

IN THE MATTER OF APPROVING A PUBLIC SAFETY TRAINING AGREEMENT BETWEEN THE CITY OF WESTERVILLE DIVISION OF POLICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY SHERIFF’S OFFICE FOR SENDING DELAWARE COUNTY SHERIFF’S OFFICE CADETS TO THE WESTERVILLE POLICE DEPARTMENT ACADEMY:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following public safety training agreement between the City of Westerville Department of Public Safety, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following public safety training agreement between the City of Westerville Division of Police, the Delaware County Board of Commissioners, and the Delaware County Sheriff’s Office:

Westerville Police Academy Training Agreement

This Agreement is entered into this 9th day of March, 2023 at Westerville, Ohio by and between the Delaware County Sheriff’s Office, and the Westerville Police Academy, City of Westerville Division of Police.

Recitals

WHEREAS, The Parties desire to enter into a Training Agreement for the recruits of the Delaware County Sheriff’s Office to attend the Westerville Police Academy operated by the Westerville Division of Police;

WHEREAS, The Westerville Police Academy operates a Certified Ohio Peace Officers Training Academy for the training of police recruits;

WHEREAS, the Parties desire to enter into an Agreement to train the recruits of the Delaware County Sheriff’s Office for purposes of certifying those individuals as commissioned peace officers for employment by the Delaware County Sheriff’s Office with the necessary certifications by the State of Ohio to be appointed to serve as a Peace Officer for the Delaware County Sheriff’s Office;

WHEREAS, The Parties agree to send 5 recruits to attend the Westerville Police Academy;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and with the intent to be legally bound hereby, the Parties agree as follows:

- The Parties understand that the training of recruits by the Westerville Police Academy will exceed the minimum requirements established by the Ohio Police Officers Training Commission (OPOTC)
- All recruits are required to meet the graduation standards set forth by the Westerville Police Academy and OPOTC.
- The Academy training staff will take reasonable steps to correct any recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. Such efforts will include notification to the sponsoring agency.
- If necessary, the academy commander, or a representative of either Party may request a meeting to discuss the recruit’s performance deficiencies.
- In the event the academy staff and academy commander, have exhausted all reasonable remedial efforts and the deficient recruit has failed to improve or is deemed to be either unwilling or unable to meet the requirements established for successful completion of the training academy, said recruit will be referred to the Westerville Chief of Police for dismissal with notification to the sponsoring agency.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

- If a recruit becomes injured and unable to continue or complete the academy, or is unable to continue due to a personal emergency not related to past performance, the sponsoring agency may request a position in the next academy session.
- The City of Westerville does not assume liability for any injuries sustained by any recruit of a sponsoring agency sustained during participation in the Academy, remediation session or individual workout while on or off City property.
- Recruits will be required to sign a Liability Release in favor of the City of Westerville, acknowledging the inherent dangers of their training and their sole potential recourse under Ohio Worker's Compensation laws, if they were to be injured during training, whatever the cause.
- The Sponsoring Agency agrees to pay each recruit's tuition as follows:
 - Full tuition is \$4280
 - \$1000 no later than 30 days prior to the start of training
 - Balance due no later than 21 days prior to the conclusion of training
 - Should a sponsoring agency provide instructors during training, \$55.00/HR may be credited to offset tuition expenses
 - Failure to pay the agreed amounts will result in the recruit being terminated **prior** to State testing.
 - Any refunds will be at the discretion of the Westerville Chief of Police
- The Westerville Police Academy shall provide the following:
 - Orientation prior to start of academy
 - Certified OPOTC instructors
 - All OPOTA training requirements needed to become certified
 - Formal Graduation
- The Sponsoring Agency shall provide the following:
 - Uniforms (see addendum)
 - Ammunition (see addendum)
 - State of Ohio background check
- Recruit training records will be kept in accordance with OPOTA requirements and The Westerville Police Academy. Upon dismissal, withdrawal, or graduation, a copy of the recruits file will be sent to the sponsoring agency.
- Upon a recruit's dismissal, withdrawal, or graduation, The Westerville Police Academy will have no further obligation to provide any type of training to a recruit.

In witness whereof, the duly authorized representatives of the parties herein set their hands in agreement to this contract:

Addendum

Uniforms:

- (3) Navy Blue long sleeve shirt – Academy specifications
- (3) Navy Blue uniform trousers – Academy specifications
- (1) Body Armor (Internal)
- (1) Duty belt
- Footwear (polishable boots or shoes)
- Uniform Hat – Academy specifications
- Uniform Tie – Academy specifications
- (1) coat – Sponsoring agency specifications
- (1) rain coat – Sponsoring agency specifications
- (1) traffic vest – Sponsoring agency specifications
- PT uniforms – Academy specifications
 - Running shoes
 - Mat shoes
- (1) Firearm
- (1) Taser
- (1) Gun belt
- (4) Belt keepers
- (1) Gun holster

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

- (1) Portable radio w/ case
- (1) Blue training gun
- (1) Magazine holder
- (1) OC holder
- (1) Baton w/ holder
- (1) Handcuffs w/ case
- (1) Blue training taser w/ holder
- (1) Flashlight w/ holder

Ammunition

- 3000 rounds handgun
- 250 rounds 12 ga. buckshot
- 150 rounds 12 ga. slugs
- 500 rounds rifle (0223/5.56)
requelification
- 6 Taser training cartridges

** Additional ammunition may be required
due to remediation and/or*

Additional Equipment

- Laptop w/ internet capability
- Eye & Ear protection
- Mouthpiece
- (2) Black 3” – 3 ring binders

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

7

RESOLUTION NO. 23-194

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Advance of Funds

10011102-8500	27526315-8400	\$5,000.00
Commissioners General/Advance Out	State Victim Asst Grant/Advance In	

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

8

RESOLUTION NO. 23-195

IN THE MATTER OF AUTHORIZING THE PURCHASE OF STORAGE SYSTEMS AND ACCESSORIES FOR THE BYXBE CAMPUS PROJECT:

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

WHEREAS, pursuant to section 307.01 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall provide offices for county officers and departments, including all necessary furniture, fixtures, and equipment for such offices; and

WHEREAS, the Delaware County Director of Facilities has received quotes to provide storage system components and accessories (the “Equipment”), including installation thereof, for the Byxbe Campus project and recommends authorizing purchase of the Equipment, and installation thereof, in accordance with the quote submitted by Patterson Pope; and

WHEREAS, the Board participates in the Sourcewell cooperative purchasing program (the “Program”), and the Equipment is available for purchase through the Program;

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 the Equipment from Patterson Pope at the total cost of \$445,505.75, in accordance with Quote No. Q-54501-1, dated February 21, 2023, which is hereby approved.

Section 2. The purchase authorized in Section 1 shall be subject to Program Contract #010920-SPC.

Section 3. The Board hereby approves the necessary purchase order(s) for the purchase approved herein, incorporating by reference the terms and conditions of the applicable contract listed herein.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

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

9

RESOLUTION NO. 23-196

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY SERVICES, LLC, FOR UNIFORMED ARMED SECURITY SERVICES:

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

**Uniformed Armed Security Officers
Request for Competitive Sealed Proposals (RFP #22-05)**

WHEREAS, as the result of the above referenced request for competitive sealed proposals, the selection committee recommends that the proposal submitted by Allied Universal Security Services, LLC, is the most advantageous to Delaware County; and

WHEREAS, the Director of Facilities recommends approval of a Services Agreement with Allied Universal Security Services, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby determines that the proposal submitted by Allied Universal Security Services, LLC, is the most advantageous to Delaware County and hereby approves the following Services Agreement:

**SERVICES AGREEMENT
Uniformed Armed Security**

This Agreement is made and entered into on March 9, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and Universal Protection Service, LLC, dba Allied Universal Security Services, LLC, 630 Morrison Rd., Unit 110, Gahanna, OH 43230 (the "Contractor") (hereinafter collectively referred to as the "Parties").

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide uniformed, armed security services (the "Services") as further defined in the County's Security Services Specifications (the "Specifications") and the Contractor's Security Program dated December 12, 2022 (the "Proposal"), both attached hereto and, by this reference, incorporated herein. In the event of a conflict between this Agreement, consisting of pages 1 through 5, and the documents incorporated by reference, the following order of precedence shall apply: (1) this Agreement; (2) the Specifications; and (3) the Proposal.
- 1.2 The Contractor shall perform the Services in a professional manner and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall, with the approval of the County Administrator, have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00) without subsequent modification in writing signed by both Parties.
- 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 as set forth in the Proposal.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

5 NOTICES

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties' respective addresses set forth above. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

6 PAYMENT

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

7 COMMENCEMENT OF SERVICES; TERM

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal and the Specifications.
- 7.2 The term of this Agreement shall commence on May 1, 2023, and terminate on April 30, 2025, unless terminated or extended in accordance with this Agreement.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 The Contractor, upon written notice as specified in Section 5, may terminate this Agreement with or without cause; *provided*, however, no termination shall take effect earlier than one hundred twenty (120) days after the date the County receives the written notice of termination.
- 8.3 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.

9 INDEMNIFICATION

- 9.1 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.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain general liability insurance of \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage, which shall include coverage under the policy for the armed operations of all security guard personnel. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit.
- 10.2 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.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 10.4 Professional E&O Coverage: Contractor shall maintain Professional Errors and Omissions Liability insurance for armed security guards with a limit not less than \$3,000,000 general aggregate. Such coverage may be combined with the Commercial General Liability limits.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

- 10.5 Additional Insureds: Delaware County, its elected officials and employees, shall be included as additional insured, to the extent of Contractor's obligations under Subsection 9.1 and up to the required insurance coverage amount, under the Contractor's Commercial General Liability and Automobile Liability policies. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract.
- 10.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor 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.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 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.
- 11.2 Assignment and Subcontracting: Contractor shall not assign this Agreement or any of its obligations arising under this Agreement without the County's prior written consent. Contractor shall not subcontract any of the Services without the County's prior written consent.
- 11.3 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.**
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.9 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.
- 11.10 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 Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the 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 MARCH 9, 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.

- 11.11 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.12 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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 Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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.

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

DELAWARE COUNTY SECURITY SERVICES SPECIFICATIONS

- A. The Contractor shall provide the Services for an initial two (2) year contract, renewable if agreed upon by both Parties for three (3) additional one (1) year periods, for uniformed armed security officers. Services are to be provided at the Delaware County Courthouse, Rutherford B. Hayes Services Building, the Frank B. Willis Building, and any other facilities as needed.
- B. Services to be provided include, but are not limited to, operation of single point entry, monitoring camera surveillance, perimeter/grounds inspections, and other duties as assigned by the Delaware County Sheriff's Office and the Director of Facilities.
- C. Services to be provided at the Courthouse, 117 N. Union Street, and the Rutherford B. Hayes Building, 145 N. Union Street, consist of five (5) security guards. Coverage will be during normal business hours of 7:30 AM to 5:00 PM Monday thru Friday, excluding county holidays.
- D. Services to be provided at the Frank B. Willis Building, 2079 US Highway 23 North, consist of one (1) security guard. Coverage will be during normal business hours of 8:00 AM to 5:00 PM Monday thru Friday and 8:00 AM to 2:30 PM on Saturdays, excluding county holidays.
- E. Services shall include one (1) on-site supervisor to oversee all sites.
- F. Modification of normal business hours can occur when agreed to by both Parties.
- G. A maximum of two guards may be unarmed at any time due to time consideration in awaiting certification. Unarmed guards shall only be temporary in nature while awaiting certification and for a maximum of four (4) months. The temporary placement of unarmed guards shall only coincide with armed guards. Unarmed guards shall be billed at the reduced rate stated in the Proposal.
- H. The County may require additional Services as requested for meetings and events not during normal business hours (nights and weekends) on an as needed basis.
- I. The County offices are closed and will pay the standard hourly rate on the following holidays;
 - News Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Juneteenth
 - Independence Day

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day

The County offices are closed for a half day and will pay for 4 hours at the standard hourly rate on the following holidays;

Little Brown Jug Day (Third Thursday after Labor Day)
Christmas Eve

- J. In the event the Contractor incurs increased costs as a result of any change or increase in or to (1) federal, state, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to or by Contractor, or by or in respect to Contractor's personnel; (2) federal, state, or local minimum wage rates, mandated paid time off or sick leave, or overtime wage regulations; (3) employees allowances or benefits mandated by federal, state, or local laws or regulations or a collective bargaining agreement; or (4) workers' compensation or unemployment insurance rates, then the Contractor may petition the County to increase the contract price(s). If approved by the County, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. The County will not agree to any increase that is retroactive to the start date of the contract. The Contractor shall give the County a minimum of thirty (30) calendar days' written notice prior to the proposed effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved, the increase shall become effective on the date set forth in the request and shall remain in effect for the remainder of the term then in effect. Approval of said increase is at the sole discretion of the County. No petition for increase will be considered for adjustments that occurred prior to the effective date of the contract.
- K. The Contractor shall notify the County ninety (90) days prior to the expiration of any term of any cost increases for the renewal period.
- L. The point of contact for communication concerning the contract or to the Delaware County Commissioners is via the Director of Facilities.
- M. The security guards shall collaborate and work cooperatively with the Delaware County Sheriff's Deputies and may be required to assist the Deputies, if requested by the Sheriff's Office or Deputies.
- N. The Contractor shall provide to the Director of Facilities copies of any current SOGs, policies, post orders, operations manual and/or training manuals that are applicable to the operations for Delaware County. The Contractor shall promptly provide any updates or amendments to the listed documents.
- O. The Contractor shall, upon demand from the County, provide copies of any certification, accreditation, training records, and licenses of the Contractor or its guards and promptly report to the Director of Facilities any changes or additions thereto.
- P. The Contractor shall not assign any officer with a criminal conviction to a County location without first discussing such conviction, inclusive of all the facts and circumstances, with the County and obtaining the County's written approval of such assignment.
- Q. The Director of Facilities or authorized representative, reserves the right to request the removal and replacement of any guard, which he/she feels is not performing their duties properly in accordance with the contract, specifications, or applicable policies. The replacement of the guard shall be accomplished within two (2) hours of such notification.
- R. The Contractor shall be responsible to provide replacement guard personnel due to sickness, personal emergencies, or vacations of assigned guard personnel in sufficient time to insure continuity of service. All replacement guards shall comply with applicable requirements.
- S. Delaware County will provide portable radios on the County's 800 MHz system for use while on County property.
- T. The contractor is responsible for securing all materials/items while in their possession.
- U. The County reserves the right to adopt or amend policies that govern the provision of security services, either generally or pertaining to specific facilities covered under this Agreement. The County will provide copies of all applicable policies, and the Contractor shall follow and enforce the policies.

(The Proposal is on file and available until destruction in accordance with the applicable retention schedule.)

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

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

10

RESOLUTION NO. 23-197

IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ZIGZAG LAWN CARE FOR FACILITIES TURF MOWING SERVICES:

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

WHEREAS, the Director of Facilities recommends approving Amendment No. 3 to the services agreement with Zigzag Lawn Care for Facilities Turf Mowing Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Amendment No. 3 to the services agreement with Zigzag Lawn Care for Facilities Turf Mowing Services, as follows:

AMENDMENT NO. 3 TO SERVICES AGREEMENT

This Amendment No. 3 to the Services Agreement approved by Resolution No. 20-323 and dated April 9, 2020 (the "Agreement"), is made and entered into on March 9, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Zigzag Lawn Care, 1723 Carr Rd., Ostrander, OH 43061 ("Contractor"), hereinafter collectively referred to as the "Parties."

ARTICLE 1 – AMENDMENT

The Parties mutually agree to renew the Agreement for the second permitted renewal term of one year for the 2023 mowing season, and, pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. Section 4.2 of the Agreement shall be modified to fix the lump sum fee for 2023 at \$35,920.00.
- B. Section 4.3 of the Agreement shall be modified to increase the total compensation under the Agreement to \$134,500.00.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

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

11

RESOLUTION NO. 23-198

IN THE MATTER OF APPROVING TITLE IV-D CONTRACTS BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY PROSECUTOR'S OFFICE, THE DELAWARE COUNTY DOMESTIC COURT, AND THE DELAWARE COUNTY SHERIFF'S OFFICE:

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

WHEREAS, the Director of the Child Support Enforcement Agency recommends approval of the Title IV-D Contracts with the Delaware County Prosecutor's Office, the Delaware County Domestic Court, and the Delaware County Sheriff's Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Title IV-D contracts with the Delaware County Prosecutor's Office, the Delaware County Domestic Court, and the Delaware County Sheriff's Office:

**Ohio Department of Job and Family Services
IV-D CONTRACT
(Prosecutor's Office)**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 51011:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV- D Contract with Delaware County Prosecutor's Office (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 1/1 /2023 through 12/31/2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hour of Prosecutor's or Assistant Prosecutor's actual time spent on IV-D cases that are referred, reviewed and prosecuted under Ohio Revised Code Section 2919.21.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative Initials of Authorized Court Representative

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4. IV-D Contract Costs:

- 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$110.18 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$71,619.14

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract that it intends to maintain this IV-D Contract for the full period set forth herein that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent 6 upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source I
Non-Federal Share	\$24,350.51	Local Sources I
FFP Reimbursement	\$47,268.63	
Total IV-D Contract Cost	\$71,619.14	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, and New Year's Day..

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

8. Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added except for the following:

- Amendments: The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- Modifications: The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame the CSEA reserves the right to refuse payment.

10. Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

17. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

18. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

19. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-O program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

20. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

21. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

22. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

23. Termination: This IV-D Contract may be terminated:

23A. By mutual agreement at any time after the date on which the two parties reach their decision.

23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

23C. If the CSEA has discovered any illegal conduct on the part of the Contractor immediately upon delivery of written notice to the Contractor by the CSEA.

23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

**Ohio Department of Job and Family Services
IV-D CONTRACT
(Domestic Relations Court)**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Domestic Relations Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304 and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 1/1/2023 through 12/31/2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter 11, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative Initials of Authorized Court Representative

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4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$125 .39 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$75,236.20

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source Sources
Non-Federal Share	\$25,580.31	
FFP Reimbursement	\$49,655.89	
Total IV-D Contract Cost	\$75,236.20	

5B. The CSEA certifies that the non-federal share is not provided from any source that is

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, and New Year's Day.

8. Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out or added except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment). and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract. provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV- D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performance. The CSEA shall evaluate the performance of the Contractor on the IFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. Record keeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and /or related expenses incurred through the provision of services under this IV-D Contract.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

- 15. Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
- 16. Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
- 17. Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
- 18. Independent Capacity for the Contractor:** The Contractor and its agents, employees and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 19. Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 20. Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 21. Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-0 I of the Ohio Administrative Code.
- 22. Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, Disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. Termination:** This IV-D Contract may be terminated:
- 23A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available: however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s) as described in paragraph 9, for the work performance prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A:

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

- The receipt of the written notice of termination, in accordance with paragraphs 238 through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Ohio Department of Job and Family Services
IV-D CONTRACT
(Sheriff's Office)

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV- D Contract with Delaware County Sheriff (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 1/1/2023 through 12/31/2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of service provided by the Sheriff's Office for the Child Support Enforcement Agency including service of process; investigation; execution of warrants; and security if needed.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II. Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision b) placing their initials on the lines below.

Initials of Authorized CSEA Representative Initials of Authorized Court Representative

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4. IV-D Contract Costs:

- 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$94.03 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor JV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$155,150.33

5. Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source I
Non-Federal Share	\$12,751.11	Local Sources I
FFP Reimbursement	\$102,399.22	
Total IV-D Contract Cost	\$155,150.33	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards".

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, and New Year's Day..

8. Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which service\$ described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit litigation or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

to the provisions of this IV-D Contract.

- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
- 15. Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
- 16. Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
- 17. Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
- 18. Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 19. Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 20. Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 21. Civil Rights:** The Contractor certifies compliance with rule 5101: 9-2-01 of the Ohio Administrative Code.
- 22. Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. Termination:** This IV-D Contract may be terminated:
- 23A.** By mutual agreement at any time after the date on which the two parties reach their decision.
- 23B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
- 23C.** If the CSEA has discovered any illegal conduct on the part of the Contractor immediately upon delivery of written notice to the Contractor by the CSEA.
- 23D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
- 23E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
- 23F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s) as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

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

12

RESOLUTION NO. 23-199

IN THE MATTER OF RANKING FOR THE BEST VALUE OF THE TWO MOST QUALIFIED CONSTRUCTION MANAGERS AT RISK FOR CONSTRUCTION OF THE ALUM CREEK WRF POST TREATMENT IMPROVEMENTS PROJECT FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Delaware County Board of Commissioners selected Peterson Construction Co., and Bowen Engineering as the most qualified construction managers at risk for the construction of the Alum Creek WRF Post Treatment Improvements Project for Delaware County, Ohio, and received pricing proposals from each; and

WHEREAS, section 9.334(A) of the Ohio Revised Code requires, after evaluating the pricing proposals, the public authority shall rank the selected construction managers at risk based on its evaluation of the value of each pricing proposal, with such evaluation considering the proposal cost and qualifications; and

WHEREAS, the review committee, having evaluated the pricing proposals, qualifications, and the scope and nature of the proposed services and potential technical approaches, recommends the top two qualified firms be ranked for the best value as follows: 1 – Peterson Construction Co.; 2 – Bowen Engineering;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby ranks the two most qualified construction managers at risk for the best value for the construction of the Alum Creek WRF Post Treatment Improvements Project for Delaware County, Ohio as follows: 1 – Peterson Construction Co.; 2 – Bowen Engineering, and hereby authorizes and directs the Sanitary Engineer to proceed with contract negotiations with the firm ranked as best value.

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

13

RESOLUTION NO. 23-200

IN THE MATTER OF APPROVING A WORK AGREEMENT WITH THE RAVINES AT MEADOW RIDGE LLC AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS IN CONJUNCTION WITH THE 2021 SEWER REHABILITATION PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of a work agreement in conjunction with the 2021 Sewer Rehabilitation Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the following Work Agreement with The Ravines at Meadow Ridge LLC:

WORK AGREEMENT

by and among
THE RAVINES AT MEADOW RIDGE LLC,
and
THE BOARD OF DELAWARE COUNTY COMMISSIONERS

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

The Ravines at Meadow Ridge LLC [the "Owner"], the Owner of parcel number 41814001005003, situated in Delaware County, Ohio [the "Property"], in consideration of there being no costs, assessments, or other expenses to Owner for the work hereinafter described, hereby authorizes the Board of Delaware County Commissioners [the "Board"], and its duly authorized employees, agents, and contractors to enter upon the Property for the purposes of performing the work described in Exhibit A attached hereto and by this reference incorporated herein.

This authority to enter granted to the Board shall commence on 3/1/2023 and will terminate on 3/31/2023.

The work described in Exhibit A shall be performed in accordance with the plans and specifications prepared by the Board for the construction and/or improvement of sanitary service associated with the 2021 Sanitary Sewer Rehabilitation Project.

Owner hereby releases the Board and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations, excepting those arising from said plans and specifications. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of the Board. The Board agrees to comply and require its *Independent Contractor(s)* to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable OSHA and Ohio PERRP standards and requirements, which are applicable to the activities of the Board or its *Independent Contractor(s)* hereunder, including but not limited to, the construction, use, operation, maintenance, repair and service of the improvements, associated equipment and appurtenances thereto. All work shall be performed under the supervision of the specifying Ohio registered engineer and substantially meeting all engineer design requirements.

The Board will require its independent contractor(s) to clean up and remove all construction debris from Owner's lands promptly after completion of installation and construction of the improvements. The Board shall require in any of its contracts with its independent contractor(s) that the independent contractor(s) shall indemnify, defend, and hold harmless the Owner, and Owner's heirs, successors, assigns, employees, beneficiaries, agents, lessees, contractors, and subcontractors (the "Indemnitees"), from any and all liens, claims, demands, costs (including but not limited to attorney fees, accountant fees, engineer fees, consultant fees, and expert fees), expenses, damages, losses, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property (real or personal) arising from or caused by the independent contractor's negligence and/or willful misconduct, to the extent such losses were not caused by the negligence or willful misconduct of the Indemnitees.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

14

RESOLUTION NO. 23-201

IN THE MATTER OF APPROVING A PRODUCTION AGREEMENT WITH SMARTBILL LTD. FOR QUARTERLY PRINTING, MAILING AND PROVIDING DIGITAL IMAGES OF SEWER BILLS:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with SmartBill Ltd. for Quarterly Printing, Mailing and Providing Digital Images of Sewer Bills;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby approves the following agreement with SmartBill Ltd.:

PRODUCTION AGREEMENT

This Production Agreement ("**Agreement**") is made and entered into this 1st day of May, 2023 ("**Effective Date**"), by and between SMARTBILL, LTD., an Ohio corporation ("**SmartBill**"), and Delaware County Board of Commissioners ("**Client**", and collectively with SmartBill, Ltd., "**Parties**"; Client and SmartBill may

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

each be generically referred to as a “Party”). In consideration of the mutual promises and covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. Scope of Production Agreement. SmartBill agrees to provide to Client the “Services” set forth in Schedule 1 attached hereto and incorporated herein by this reference, and Client agrees that SmartBill shall be Client’s sole and exclusive provider of goods and/or services of the type or nature of the Services during the Term (as defined below). During the Term, Client agrees to furnish all data and documentation requested by SmartBill to perform the Services. Client requires and shall purchase, and SmartBill agrees to produce, a minimum quarterly quantity of twenty-one thousand (21,000) statements (“**Minimum Commitment**”) based upon the rates and terms provided herein. In the event that Client does not fulfill the Minimum Commitment for a given quarter, Client shall pay to SmartBill a “**Minimum Processing Fee**” equal to the product of (i) the difference between the Minimum Commitment and the actual number of statements ordered by Client for the relevant quarter, multiplied by (ii) the effective per statement rate.

Section 2. Fees. Client agrees to pay SmartBill fees for the Services as set forth in Schedule 2 attached hereto and incorporated herein by this reference (“**Fees**”, which Fees are subject to adjustment as set forth below). SmartBill will invoice Client for the Services provided each quarter on or before the 15th day of the subsequent month, provided that SmartBill may immediately provide the invoice following the conclusion of each quarter (“**Invoice**”). Invoices are due upon receipt and will be considered past due if not paid in full within thirty (30) days of receipt. A late fee will be assessed on Invoices not paid within thirty (30) days of receipt as set forth in Section 3 below (“**Late Fee**”). SmartBill will not increase the Fees for a period of twelve (12) months from the Effective Date (“**Initial Pricing Period**”). SmartBill may increase the Fees following the Initial Pricing Period at the discretion of SmartBill upon written notice to Client, provided that (i) SmartBill may increase the Fees no more than one (1) time during any twelve (12) month period following the Initial Pricing Period (each such twelve (12) month period, a “**Pricing Period**”) and (ii) SmartBill may not, during any Pricing Period, increase the Fees by more than ten percent (10%) of the Fees in effect during the preceding Pricing Period. The fees contained in this agreement shall not exceed \$25,000 in the one-year term if total scope of contract remains the same. In the event that Client terminates this Agreement as permitted herein by providing a termination notification, then Client will be responsible for paying for all Fees accrued and Services rendered between the termination notice date and the termination effective date.

Section 3. Late Payment Fees. The Late Fee will equal one and one-half percent (1.5%) each thirty (30) days on the amounts due under the relevant unpaid Invoices, accruing as follows: (i) one and one-half percent (1.5%) of the entire unpaid Invoice amount shall accrue immediately following the thirtieth (30th) day after receipt of such Invoice; and (ii) following the 30th day after receipt of the unpaid Invoice, daily at the corresponding rate of one thirtieth (1/30) of one and one-half percent (1.5%) or five hundredths of one percent (0.05%).

Section 4. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of six (6) months. The term of this Agreement shall commence on the Effective Date of May 1, 2023 and continue thru October 31, 2023 (“**Term**”); provided, however that this Agreement may be terminated in accordance with certain other provisions set forth in this Agreement.

Section 5. Postage. Client shall deposit a permanent postage deposit with SmartBill in the amount specified on Schedule 3 (“**Postage Deposit**”) no later than ten (10) days after the Effective Date. SmartBill may, in its sole discretion, adjust the Postage Deposit amount due to changes in Client’s volume, postage usage, postal rates or payment history, or any other reason deemed appropriate by SmartBill, so long as Client is provided advance written notice of such adjustment. Upon termination of this Agreement, SmartBill shall return the Postage Deposit to Client after Client has paid for all Services and postage provided to or on the behalf of Client in performance of the Services. If this Agreement is terminated due to a default by Client, upon such a termination SmartBill may apply any of the Postage Deposit or any other Client’s funds that SmartBill holds against any sums that Client owes SmartBill. **IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE REQUIRED LEVELS, OR IF CLIENT FAILS TO TIMELY PAY ALL INVOICES AS SPECIFIED IN SECTION 2, SMARTBILL MAY IMMEDIATELY SUSPEND ITS PERFORMANCE OF ALL ITS DUTIES, SERVICES, AND OBLIGATIONS UNDER THIS AGREEMENT UNTIL THE DEPOSIT IS PROPERLY PAID AND MAINTAINED AND ALL OUTSTANDING INVOICES ARE PAID.**

Section 6. Expenses. Client will reimburse SmartBill for all costs and expenses associated with the performance of Services for Client, such as costs and expenses associated with, freight, delivery service and other required supplies in connection with providing the Services (“**Expenses**”).

Section 7. Termination. Upon breach or default with respect to any term contained herein by a Party, regardless of whether such term is material or not (“**Default**”), the non-Defaulting Party may send the

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

Defaulting Party a notice of such Default (“**Notice of Default**”). If such noticed Default remains uncured for thirty (30) days after the Defaulting Party’s receipt of the Notice of Default, this Agreement shall be terminated unless the non-Defaulting Party agrees or specifies otherwise in writing. Neither Party may terminate this Agreement unless (i) such Party terminates this Agreement pursuant to this Section after the other Party Defaults or (ii) such Party provides appropriate notice of nonrenewal pursuant to Section 4 in order to end the Term of this Agreement. Examples of Default include, but are not limited to, the: (a) failure of Client to pay for all goods and/or Services as provided in this Agreement; (b) non-Appropriation of funds by [authorizing agent]; (c) any other Default by Client or SmartBill with respect to any term or condition of this Agreement.

Section 8. Force Majeure. Other than any obligation to pay money, neither Party shall be responsible for delays or failures in performance resulting from acts or occurrence beyond the reasonable control of such Party, including, without limitation, the following: fire, explosion, power failure, flood, earthquake, or other act of god; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts (“**Force Majeure**”). In such Force Majeure, the Party affected shall be excused from such performance, on a day-to-day basis. Likewise, such other Party not directly affected by such Force Majeure shall also be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the other Party’s performance interfered with by the Force Majeure.

Section 9. Confidentiality. SmartBill agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf that are non-public and confidential shall, subject to the disclosure required for the performance of SmartBill’s obligations hereunder, not be intentionally or recklessly disclosed or otherwise disseminated by SmartBill without the consent of Client.

Section 10. WARRANTIES/DISCLAIMER OF WARRANTIES. SmartBill shall provide all goods and/or Services in accordance with the terms specifically set forth in Schedule 1. The parties hereto agree that this Agreement is only for the production of those goods and/or Services set forth in Schedule 1. **ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY DISCLAIMED. CLIENT EXPRESSLY ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER STATEMENT NOT CONTAINED IN THIS AGREEMENT AND THAT THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

Section 11. Limitation of Liability. The liability of SmartBill with respect to any failure to provide the goods and/or Services as required under this Agreement shall be limited to the processing and service fees actually paid to SmartBill for the defective goods or services. The liability of SmartBill with respect to any Default hereunder shall be limited to the Fees actually paid to SmartBill for the good and services claimed to be in Default. **SMARTBILL IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR INCOME.** Client has accepted this restriction on its right to recover incidental and consequential damages as a part of its bargain with SmartBill. Client acknowledges that SmartBill’s Fees would be higher if SmartBill were required to bear the risk of responsibility for these damages.

Initial: Delaware County Board of Commissioners SmartBill

Section 12. Governing Law and Jurisdiction. Except to the extent governed by applicable federal law, this Agreement shall be interpreted under and governed by the laws of the State of Ohio, and any dispute between the Parties, whether arising under this Agreement or from any other aspect of the parties’ relationship, shall be governed by and determined in accordance with the substantive laws of the State of Ohio, regardless of conflicts of laws. The Parties agree that the exclusive venue for disputes between them shall be the Common Pleas Courts of Ohio, and each party hereby waives any objection it might have to the personal jurisdiction of or venue in such courts and waives any right to file or remove any such action or claim to federal court.

Section 13. Severability. If any provision of this Agreement is deemed invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such invalid, or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be automatically as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

Section 14. Waiver; Modification of Agreement. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representative of both Parties hereto. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Further, to the extent that a provision is waived in strict accordance with the above guidelines, no waiver of any provision of this Agreement shall constitute a waiver of any other provision or term not expressly waived in writing and signed by authorized representative of both Parties hereto, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

Section 15. Notice. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight, delivery services or by electronic mail. Mailed notices will be effective on the other Party upon receipt. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for notice purposes are as follows:

SmartBill: SmartBill, Ltd.
1050 O'Neill Drive
Hebron, OH 43025
Facsimile: 740-928-5438
Email: robh@smartbillcorp.com

Client: Delaware County Regional Sewer District
50 Channing Street
Delaware, OH 43015
Facsimile: 740-833-2239
Email: RDeWitt@co.delaware.oh.us

Section 16. Entire Agreement. This Agreement and its exhibits and schedules constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the production of goods and Services for Client by SmartBill and supersede all prior and contemporaneous understandings or agreements of the Parties. **NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, NOR IS ANY PARTY RELYING ON ANY REPRESENTATION OR WARRANTY OUTSIDE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**

Section 17. Attorney Fees. Each party shall bear their own costs of bringing an action including court costs and attorney fees subject to an Offer of Judgment made under the Ohio Rules of Civil Procedure. SmartBill shall have the right to seek attorney fees in an action brought to recover fees owed for services provided that are not subject to dispute.

Section 18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all the successors and assigns of the Parties hereto. The Parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

Section 19. Authority to Bind. SmartBill and Client warrant that the person executing this Agreement has full and legal authority to execute this Agreement for and on behalf of its respective legal entity it is purporting to bind to the terms of this Agreement, as well as the full legal ability to bind such legal entity to the terms contained in this Agreement.

Section 20. No Partnership or Joint Venture. No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. Client and SmartBill shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprise between Client and SmartBill.

Section 21. Cooperation of Parties. Each party agrees to cooperate in good faith with the other party in all aspects of accomplishing the intent of this Agreement, including but not limited to signing documents and taking other actions as may be reasonably necessary or proper for such purpose.

Section 22. Headings. Headings or captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any of the terms hereof.

Section 23. Interpretation. All provisions herein shall be construed in all cases as a whole according to its fair meaning, neither strictly for nor against either Client or SmartBill and without regard for

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

the identity of the party initially preparing the same. Titles and captions are inserted for convenience only and shall not define, limit or construe in any way the scope or intent of this Agreement. References to sections are to sections as numbered in this Agreement unless expressly stated otherwise.

Section 24. Counterparts. This Agreement may be signed in multiple counterparts which, when duly delivered and taken together, shall constitute a binding Agreement between all parties.

Section 25. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

Section 26. Joint and Several Liability. If any party consists of more than one person or entity, the liability and responsibilities of each such person or entity with respect to this Agreement shall be joint and several.

Section 27. Extension of Performance Deadline if Non-Business Day. If the date for performance of any obligation of the parties to this agreement falls on a non-Business Day, then the performance of the relevant obligation shall become due on the next Business Day following such date.

Section 28. Legal Counsel. Client and SmartBill acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Client nor SmartBill is relying upon any legal advice from the other party’s counsel regarding the subject matter hereof. Both parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Client nor SmartBill shall deny the enforceability of any provision of this agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel.

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

15

RESOLUTION NO. 23-202

IN THE MATTER OF APPROVING MODIFICATION NO. 1 TO THE ENGINEERING AGREEMENT WITH MS CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE BERLIN BUSINESS PARK PUMP STATION AND FORCE MAIN PROJECT:

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

WHEREAS, on October 3, 2019, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 19-969 approving an agreement with MS Consultants, Inc., for professional design services for the Berlin Business Park Pump Station and Force Main Project (the “Agreement”); and

WHEREAS, the Sanitary Engineer recommends approval of Modification No. 1 to the Agreement:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Modification No. 1 to the Agreement with MS Consultants, Inc.:

**MODIFICATION NO. 1
To**

ENGINEERING AGREEMENT

**FOR INCORPORATING THE PROFESSIONAL ENGINEERING SERVICES
FOR**

*Delaware County Regional Sewer District
Berlin Business Park Pump Station and Force Main Project*

1. **DATE:** March 9, 2023
2. **OWNER:** Delaware County Board of Commissioners
3. **ORIGINAL AGREEMENT:** October 3rd, 2019
4. **CONSULTANT:** ms consultants, inc.
5. **SUMMARY OF PREVIOUS FEE RE-ALLOCATIONS**

The following is a summary of previously authorized fees and reallocations.
Table A per original Agreement:

<u>Tasks</u>	<u>Not-to-Exceed Fees</u>
Design Phase Services (Tasks A Through E)	\$ 327,000.00
Bidding Phase Services (Task F)	\$ 7,000.00
Construction Phase Services (Task G)	\$ 32,000.00

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

AUTHORIZED SERVICES:	\$366,000.00
Additional Survey (As-Authorized)	\$34,000.00
Additional Gravity Sewer Design (As-Authorized)	\$106,000.00
Additional Easements (As-Authorized)	\$22,000.00
Additional Geotechnical Borings (As-Authorized)	\$58,000.00
Contingency (As-Authorized)	\$ 50,000.00
TOTAL FEE:	\$ 636,000.00

There was one authorized reallocation of funds on 6/2/2021 from the Additional Geotechnical Borings (As-Authorized) amount for the following work:

- DHDC Soil Borings and Geotechnical Investigation Report: \$21,000.00

Subsequently, these funds have been moved to Design Phase Services as part of Authorized Services. Table A has been updated accordingly below.

Table A per 6/2/2021 reallocation:

Tasks	Not-to-Exceed Fees
Design Phase Services (Tasks A Through E)	\$ 348,000.00
Bidding Phase Services (Task F)	\$ 7,000.00
Construction Phase Services (Task G)	\$ 32,000.00
AUTHORIZED SERVICES:	\$387,000.00
Additional Survey (As-Authorized)	\$34,000.00
Additional Gravity Sewer Design (As-Authorized)	\$106,000.00
Additional Easements (As-Authorized)	\$22,000.00
Additional Geotechnical Borings (As-Authorized)	\$37,000.00
Contingency (As-Authorized)	\$ 50,000.00
TOTAL FEE:	\$ 636,000.00

6. **CONTRACT CLAUSES TO BE MODIFIED HEREIN:**

- Professional Services Agreement
 - Section 7
 - Revise: Section 7.1
- Attachment A – Scope of Services & Fee Proposal
 - F. Bidding Phase Services
 - Revise: Item B
- Attachment A – Scope of Services & Fee Proposal
 - G. Construction Phase Services
 - Revise: Items A, B, C, and E
- Attachment A – Scope of Services & Fee Proposal
 - Table A
 - Revise: Bidding Phase Services, Construction Phase Services, and Contingency

7. **REASON FOR MODIFICATION**

Bidding Services:

The scope in the original agreement assumed the project would contain one bidding period and the fee was built according to this assumption. The project was actually bid as two separate contracts, one for the pump station project and one for the force main project. Additionally, both projects needed to be re-bid; however, the effort associated with the re-bids was minimal as the majority of the work associated with the bidding documents was completed during the first bidding periods.

Construction Services:

The scope in the original agreement assumed the project would contain one construction contract and the fee was built according to this assumption. Similar to bidding services, the level of effort is not doubled due to two contracts as much of the work overlaps or would have needed to be completed regardless of the number of construction contracts for the project. However, there is additional effort associated with dealing with two Contractors, attending additional kick off meetings and construction progress meetings, responding to RFIs and additional submittals. Additionally, the original scope of services includes Item F – Record Drawings under Task G – Construction Phase Services, but there wasn't any fee for record drawings.

Schedule

Due to delays in proposed Berlin Business Park's development schedule, which will be served by this project, the project's schedule has extended beyond the original contract date. The schedule extension

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

is outlined in Section 8 below. There is no change in cost associated with this item.

Payment and Additional Services

This additional construction services work will be set up as a new phase of services and be billed on an hourly direct salary expense (DSE) times a multiplier of 3.10 plus reimbursable expenses at cost, not to exceed the amount listed below. The budget to cover the additional services will be used from the project contingency fund.

Summary of additional fee associated with each item above:

Bidding Services:	\$3,207.74
Construction Services:	\$26,000.00
Record Drawings (inc. Construction Services)	\$9,000.00
 Total:	 \$29,207.74

8. **MODIFICATION IN AGREEMENT**

Professional Services Agreement
Section 7 – 7.1 REVISE:

The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the Sanitary Engineer and shall complete the work no later than 4/1/2024, contingent upon Substantial Completion being obtained for both Construction Contracts and allowing for two (2) months to complete record drawings.

Attachment A – Scope of Services
Task F – Bidding Phase Services REVISE:

Item B: Conduct a pre-bid meeting for both construction contracts to review the Project requirements and address any questions that may arise. Prepare meeting minutes and distribute as an addendum.

Attachment A – Scope of Services
Task G – Construction Phase Services REVISE:

Item A: It is assumed that two (2) construction contracts will be issued.

Item B: Respond to written Requests for Information (RFIs), and issue Field Orders (FO’s) and Requests for Proposals (RFP’s) as necessary. An additional ten (10) RFIs both formal and informal, two (2) FO’s, and one (1) RFP have been assumed as part of Contract Modification No. 1. Informal RFIs include Contractor phone calls with follow up responses via phone or email to maintain project schedule and minimize any delays.

Item C: Consultant shall attend construction progress meetings when requested. Minutes shall be prepared by the County. An additional four (4) progress meetings have been assumed as part of Contract Modification No. 1, where two (2) are virtual and two (2) are in person.

Item E: Shop Drawings: Consultant will review and approve or take other appropriate action(s) related to Shop Drawings and Samples and other data which the Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as depicted in the Contract Documents. It is ms’ understanding that the County will be reviewing a majority of the force main submittals. All submittals for the pump station project have been or are being reviewed by the Consultant resulting in an additional fifteen (15) assumed submittals related to site work on the pump station project.

Table A - Contract Modification No. 1 - REVISED:

<u>Tasks</u>	<u>Not-to-Exceed Fees</u>
Design Phase Services (Tasks A Through E)	\$ 348,000.00
Bidding Phase Services (Task F)	\$ 10,207.74
Construction Phase Services (Task G)	\$ 58,000.00
AUTHORIZED SERVICES:	\$416,207.74
Additional Survey (As-Authorized)	\$34,000.00
Additional Gravity Sewer Design (As-Authorized)	\$106,000.00
Additional Easements (As-Authorized)	\$22,000.00
Additional Geotechnical Borings (As-Authorized)	\$37,000.00
Contingency (As-Authorized)	\$ 20,792.26
TOTAL FEE:	\$ 636,000.00

IN WITNESS WHEREOF, the parties hereunto have caused this Modification No. 1 to be executed, as of the date and year first above written, by affixing the signature of the duly authorized officer of **ms consultants, inc.**

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

and by the Delaware County Commissioners.

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

16

RESOLUTION NO. 23-203

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE OLENTANGY CROSSING TIF FUND:

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

Supplemental Appropriation

44411439-5289	Road & Bridge Preservation & Maintenance	\$11,390.00
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Vote on Motion Mr. Benton Aye Mrs. Lewis Absent Mr. Merrell Aye

17

RESOLUTION NO. 23-204

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a Reversible Snow Plow, a Pin and Loop Hitch System, a Swaploader Hoist System, a V-Box Hopper Spreader, a Dump Body, a Swaploader A-frame and a day cab truck for use in performing the office’s official duties; and

WHEREAS, the Board participates in Sourcewell Cooperative Purchasing Program (“Sourcewell”) and the Reversible Snow Plow, Pin and Loop Hitch System, Swaploader Hoist System, V-Box Hopper Spreader, Dump Body and Swaploader A-frame are available for purchase via Sourcewell;

WHEREAS, the Board participates in the Ohio Department of Transportation’s Cooperative Purchasing Program (the “Program”), and the day cab truck is available for purchase via the Program;

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

Section 1. The Board hereby authorizes the purchase of one (1) 2023 Buyers SnowDogg 11’x48” Reversible Snow Plow from W.A. Jones Truck Bodies and Equipment for the price of \$13,902.00.

Section 2. The Board hereby authorizes the purchase of one (1) 2023 Buyers Pin and Loop Hitch System plow hitch from W. A. Jones Truck Bodies and Equipment for the price of \$2,262.00.

Section 3. The Board hereby authorizes the purchase of one (1) 2023 Swaploader Model SL412 Hoist System from W.A. Jones Truck Bodies for the price of \$35,709.00.

Section 4. The Board hereby authorizes the purchase of one (1) 2023 Buyers Municipal V-box Hopper Spreader from W. A. Jones Truck Bodies and Equipment for the price of \$36,243.00.

Section 5. The Board hereby authorizes the purchase of one (1) 2023 Crysteel Select 12’ Stainless Steel Dump Body from W. A. Jones Truck Bodies and Equipment for the price of \$30,117.00.

Section 6. The Board hereby authorizes the purchase of one (1) 2023 Industrial Truck Bodies (ITB) Swaploader A-frame from W.A. Jones Truck Bodies and Equipment for the price of \$3,575.00.

Section 7. The Board hereby authorizes the purchase of one (1) 2024 VolvoVHD64 F300 tandem axle day cab truck from Fremont White Truck Sales and Service for the price of \$141,316.00.

Section 8. The purchases authorized in Sections 1–6 shall be subject to Sourcewell Contract #080818-BPC, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 9. The purchase authorized in Section 7 shall be subject to Program Contract #023-23, which is fully incorporated herein and of which the purchase order shall be made a part.

Section 10. The Clerk shall provide a copy of this Resolution to the County Engineer.

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

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

18

RESOLUTION NO. 23-205

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, SETTING THE BID DATE AND TIME FOR 2023 ASPHALT MATERIALS SUPPLY:

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

WHEREAS, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for 2023 Asphalt Materials Supply;

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners approves the Bid Specifications and Bid Opening Date and Time for the 2023 Asphalt Materials Supply:

2023 Asphalt Materials Supply

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, March 28, 2023, at which time they will be publicly received and read aloud, for the project known as:

**2023 Asphalt Materials
Supply Contract**

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before December 31, 2023. The estimated commencement of work date is April 10, 2023.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates:
March 10, 2023

SPECIFICATIONS

**2023 Asphalt Materials
Supply Contract**

Delaware County, Ohio

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

this agreement:

- All political subdivisions within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON-EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

TERM OF CONTRACT

This contract shall be in effect from April 10, 2023 to December 31, 2023. The County reserves the right to cancel the contract at any time, in the best interest of the County.

MATERIAL SPECIFICATIONS

2019 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02): MC-30 (medium curing cutback asphalt)

Asphalt Emulsions (702.04): RS-2 (rapid setting emulsion)
RS-2P (polymer modified rapid setting emulsion)
CRS-2 (cationic rapid setting emulsion)
CRS-2P (cationic, polymer modified rapid setting emulsion)
SS-1 (slow setting asphalt emulsion)
SS-1H (slow setting asphalt emulsion, hard pen)

Asphalt Concrete Base 301 Asphalt Concrete Base
-HMA (301.02, 302.02): 302 Asphalt Concrete Base

Asphalt Concrete-HMA Type 1 Surface Mix
(441): Type 1 Intermediate Mix
Type 2 Intermediate Mix

ORDERS AND DELIVERY

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

LIQUID ASPHALTS

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

ASPHALT CONCRETE MATERIALS

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

MISCELLANEOUS TERMS AND CONDITIONS

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

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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.

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

19

RESOLUTION NO. 23-206

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT2023-0043	FRONTIER	SCIOTO CHASE BLVD	FIBER CABLE
UT2023-0044	SIGMA FOR AEP	CHESHIRE ROAD	INSTALL POLES
UT2023-0045	AEP	PEACHBLOW, BRAUMILLER, BERLIN STATION AND GREGORY ROADS	REPLACE POLES
UT2023-0046	BRIGHTSPEED	S GALENA ROAD	RELOCATE POLE

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

20

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

RESOLUTION NO. 23-207

IN THE MATTER OF APPROVING AN AMENDMENT TO THE EMERGENCY RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE, OHIO AND THE UNITED WAY OF DELAWARE COUNTY:

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

WHEREAS, the Board of County Commissioners approved a subrecipient agreement on February 22, 2022, with the United Way of Delaware County for the administration of the Emergency Rental Assistance Program; and

WHEREAS, in order to complete the remaining objectives of the Program, the United Way of Delaware County has requested an additional disbursement of funds from Delaware County in the amount of \$500,000 to avoid any out-of-pocket expenditures in relation to rental assistance payments; and

WHEREAS, to allow for this advance of funds to be distributed to the United Way of Delaware County, an amendment to the subrecipient agreement must be authorized;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves an amendment to the Emergency Rental Assistance Program Subrecipient Agreement between the Board of Commissioners of Delaware County, Ohio and the United Way of Delaware County:

**AMENDMENT TO
EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

This Amendment to the Emergency Rental Assistance Program Subrecipient Agreement, dated February 24, 2022, by and between Delaware County, Ohio, acting through its Board of County Commissioners, with its address at 91 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the United Way of Delaware County, with its address at 74 West William Street, Delaware, OH 43015 ("Subrecipient"), is made this 9th day of March, 2023.

Pursuant to Paragraph (4) of the Agreement, the County and the Subrecipient mutually agree to amend the Agreement as follows:

- 1. Paragraph (7) is hereby amended to authorize an additional disbursement from the County to the Subrecipient in the amount of \$500,000, which is mutually agreed to be a necessary advance to prevent Subrecipient from incurring out-of-pocket expense for eligible assistance payments that shall be reinitiated following a delay in the County's receipt of additional grant funding from the U.S. Department of the Treasury.

All other terms and conditions of the Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the County and Subrecipient execute this Amendment through their respective duly-authorized representatives.

FURTHER, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the purchase order to the United Way of Delaware County R2302416 in the amount of \$1,421,639.06 (21111173-5601).

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

21

RESOLUTION NO. 23-208

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023**

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

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Veterans Memorial Plaza, located at 91 N. Sandusky Street, Delaware, OH on March 29, 2023 by the Vietnam Veterans of America Chapter 1095; at no cost.

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

22

RESOLUTION NO. 23-209

IN THE MATTER OF SETTING THE TIME AND DATE FOR, AND PROVIDING NOTICE OF, A PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF ALPINE DRIVE, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF GENOA TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, pursuant to section 5541.04 of the Revised Code, the board of county commissioners of any county, on its own motion or on petition by a person owning a lot in the unincorporated area of said county praying that the name of a county or township road in the immediate vicinity of such lot be changed, upon hearing, and upon being satisfied that there is good cause for such a change of name, that it will not be detrimental to the general interest, and that it should be made, may, by resolution declare the change of the name of such road; and

WHEREAS, on February 23, 2023, the Delaware County Board of Commissioners (the “Board”) received a petition from Jessica Stanley, landowner, requesting the change of name of Alpine Drive to Dimitrious Stanley Way; and

WHEREAS, the Board desires to hold a public hearing to consider the petition requesting changing the name of Alpine Drive, a township road in the unincorporated area of Genoa Township, Delaware County, Ohio, to Dimitrious Stanley Way;

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

Section 1. The Board hereby sets April 20, 2023 at 9:45 A.M. as the time and date for a public hearing to consider changing the name of Alpine Drive, a township road in the unincorporated area of Genoa Township, Delaware County, Ohio, to Dimitrious Stanley Way. The public hearing shall be held at the Board’s Hearing Room, 91 North Sandusky Street Delaware, Ohio 43015.

Section 2. The Clerk of the Board is hereby directed to send written notice, via certified U.S. Mail, to all owners of lots abutting the road in question, and to the Genoa Township Board of Trustees, and to publish a notice of the public hearing once in the Delaware Gazette at least thirty (30) days prior to the public hearing.

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

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

24

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

- Attended the DCFA meeting last night.
- The TID meeting has been rescheduled for next Wednesday.

Dawn Huston, Deputy Administrator

- The Garner utilization has been good so far. There are have been 136 claims that have reimbursed employees a total of \$3,263.00 this year.

Aric Hochstettler, Deputy Administrator

- No reports.

25

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Attended the CCAO National Conference over the weekend and earlier this week.
- There will be a Land Bank meeting later today.
- There will be a Township Association meeting tonight.

Commissioner Benton

- The Land Bank will meet tonight.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

- Attended a Lifelong Learning Institute meeting at Ohio Wesleyan.
- Will be attending the MORPC meeting tomorrow.
- The Chamber’s lunch event next Thursday will feature the County Update.
- Will be participating in a CCAO Budget call tomorrow.

10:00 A.M. Public Hearing For Drainage Improvement Petition For The Vienot #23 Watershed

23

RESOLUTION NO. 23-210

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION OF THE VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY MA’A NEGRA LLC:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:00 A.M..

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

23 continued

RESOLUTION NO. 23-211

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY MA’A NEGRA LLC:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:22 A.M..

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

23 continued

RESOLUTION NO. 23-212

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT PETITIONED BY MA’A NEGRA LLC:

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

WHEREAS, on September 19, 2022 a petition for the Vienot #23 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on December 19, 2022, the Board conducted a view of the proposed improvement; and

WHEREAS, on Thursday March 9, 2023, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer’s preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Vienot #23 Watershed Drainage Improvement. The Board hereby sets March 2, 2025, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE VIENOT #23 WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311493.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

Section 6. This Resolution shall be effective immediately upon adoption.

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

26

RESOLUTION NO. 23-213

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

It was moved by Mr. Merrell, seconded by Mr. Benton 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

WHEREAS, pursuant to section 121.23(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 23-

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 9, 2023

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners