

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 6, 2023**

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

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

10:00 A.M. Public Hearing Proposed Text Amendments To The Delaware County Zoning Resolution

1
RESOLUTION NO. 23-568

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 29, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 29, 2023; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 23-569

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0705 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0705:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0705, memo transfers in batch numbers MTAPR0705 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P2301017 (FEECORP)	Regional Sewer	66211900-5335	\$7,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2303561	DMT SOLUTIONS	MAIL SORTER MACHINE	42311453 - 5450	218,950.00
	GLOBAL CORP	- BOE		
R2303711	OHIOHEALTH CORPORATION	PRE EMPLOYMENT TESTING EVALS	10011303 - 5342	8,510.00
R2303776	SI TECHNOLOGIES LLC	BYXBE CAMPUS AV EQUIPMENT & SERVICES	42011440 - 5410	185,355.90

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

4
RESOLUTION NO. 23-570

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Jeff Doellinger attend a Forklift Training in Columbus, Ohio from August 2-4, 2023 at the cost of \$1,5550.00 (fund number 10011105).

The Emergency Medical Services Department is requesting the Glen Keating attend an Image Trend Connect training in St. Paul, Minnesota from July 18-21, 2023 at the cost of \$2,510.00 (fund number 10011303).

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

5
RESOLUTION NO. 23-571

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE COURT OF COMMONS PLEAS GENERAL DIVISION AND SUPPLEMENTAL APPROPRIATIONS FOR THE ADULT COURT SERVICES DEPARTMENT:

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

Transfer of Appropriations

From:	To:	
10025201-5101	10025201-5001	\$20,000.00
Common Pleas/Health Insurance	Common Pleas/Compensation	

Supplemental Appropriations

25322312-5001	ODRC Subsidy Grant/Compensation	\$4,000.00
25322312-5120	ODRC Subsidy Grant/County Share - OPERS	\$1,000.00
25522309-5001	Drug Court Docket/Compensation	\$27,000.00
25922307-5001	Mental Health Docket/Compensation	\$13,000.00

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

6
RESOLUTION NO. 23-572

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT FOR THE PURCHASE OF TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, the Director of Job & Family Services recommends approval of the second amendment to the contract for the purchase of transportation services between the Delaware County Board of Commissioners and Delaware County Transit Board;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment for Transportation Services:

**Second Amendment
To
Contract for the Purchase of
Transportation Services
Between
Delaware County Board of County Commissioners
And
Delaware County Transit Board**

This Second Amendment of the Contract For The Provision of Transportation Services is entered into this 6th day of July, 2023 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter "Provider") whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the "Parties.).

WHEREAS the Parties entered into the Contract for Transportation Services on July 1, 2023.

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract service period shall be extended through June 30, 2024.
 - B. The contract maximum for the service period July 1, 2023 through June 30, 2024 shall be \$250,000.
2. Signatures

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Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

7
RESOLUTION NO. 23-573

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MARION GOODWILL INDUSTRIES, INC. FOR THE PURCHASE OF COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM AND WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH PROGRAM SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the second amendment to the contract with Marion Goodwill Industries, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following second amendment to the contract with Marion Goodwill Industries, Inc., for the purchase of comprehensive case management employment program and workforce innovation and opportunity act youth program services:

**Second Amendment
To Contract for the Purchase of
Comprehensive Case Management Employment Program
And Workforce Innovation and Opportunity Act
Youth Program Services
Between
Delaware County Department of Job and Family Services
and
Marion Goodwill Industries, Inc.**

This Second Amendment of the Contract For The Provision of Youth Program Services is entered into this 6th day of July, 2023 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Marion Goodwill Industries, Inc. (hereinafter “Provider”) whose address is 340 West Fairground Street, Marion, Ohio 43302 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Youth Program Services (“Contract”) on June 23, 2022.

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

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended for an additional one (1) year of service from July 1, 2023 through June 30, 2024.
 - B. The Contract maximum for the service period July 1, 2023 through June 30, 2024 shall be \$110,000. The adjusted budget for the service period July 1, 2023 through June 30, 2024 is detailed in Appendix I.
2. Signatures

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Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

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

8
RESOLUTION NO. 23-574

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE MARION COUNTY (FAMILY COURT) DBA C.A.R.E.-F.I.T. CENTER FOR SUPERVISED VISITATION SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the contract with Marion County (Family Court) dba C.A.R.E.-F.I.T. Center for Supervised Visitation Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Marion County (Family Court) dba C.A.R.E.-F.I.T. Center for the purchase of Supervised Visitation Services:

**CONTRACT FOR THE PURCHASE OF
SUPERVISED VISITATION SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
MARION COUNTY (FAMILY COURT) dba C.A.R.E.-F.I.T. CENTER**

This Contract is entered into this 6th day of July, 2023 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS), whose address is 145 North Union Street, Delaware, Ohio 43015, and Marion County (Family Court) dba C.A.R.E.F.I.T. (hereinafter, “PROVIDER”) whose address is 1440 Mt. Vernon Avenue, Marion, Ohio 43302 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Supervised Visitation services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for Supervised Visitation services using the following funding streams:

- ESSA Reunification, CFDA 93.556; and,
- IV-E Adoption Assistance, CFDA 93.659; and,
- IV-E Foster Care, CFDA 93.658

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide Supervised Visitation services (hereinafter collectively “Services”)

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to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:

- Appendix I – Family Handbook
- Appendix II – Introduction Form
- Appendix III – Authorization for Release of Information
- Appendix IV – Intake Form
- Appendix V – Family Court Referral
- Appendix VI – Off-Site Supervised Visitation Policy
- Appendix VII – Policy for Cancellations of Supervised Visitations
- Appendix VIII – Policy for Drug Testing
- Appendix IX – Release of Reports and Copying of Reports Policy
- Appendix X – Supervised Visitation Monitoring Report
- Appendix XI – Orientation Outline

2. TERM

This agreement shall have an initial service period of 06/15/2023 through 06/30/2024.

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

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

3. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

- Appendix I – Family Handbook
- Appendix II – Introduction Form
- Appendix III – Authorization for Release of Information
- Appendix IV – Intake Form
- Appendix V – Family Court Referral
- Appendix VI – Off-Site Supervised Visitation Policy
- Appendix VII – Policy for Cancellations of Supervised Visitations
- Appendix VIII – Policy for Drug Testing
- Appendix IX – Release of Reports and Copying of Reports Policy
- Appendix X – Supervised Visitation Monitoring Report
- Appendix XI – Orientation Outline

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board’s damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

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B. MAXIMUM PAYMENT:

No maximum payment shall be specified for this contract.

4. AWARD INFORMATION

ESSA Reunification, CFDA 93.556; and,
IV-E Adoption Assistance, CFDA 93.659; and,
IV-E Foster Care, CFDA 93.658

5. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

6. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

7. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

8. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

9. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY OF AUDIT EXCEPTIONS

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PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

12. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER 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. PROVIDER also agrees that, as an independent contractor, PROVIDER 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.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER 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.

13. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively “Indemnified parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect

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the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

- D. PROVIDER'S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER'S insurance coverage limits as provided to DCDJFS under the terms of Paragraph 14 ("INSURANCE") below.

14. INSURANCE

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below: Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio. The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board and DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default. In addition to the rights and protections provided by the insurance policies as required above, the Board and DCDJFS shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to

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the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

15. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

16. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

17. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

18. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the

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Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

19. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

20. CIVIL RIGHTS

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

21. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. DRUG-FREE WORKPLACE

Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

23. FINDINGS FOR RECOVERY

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

24. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

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Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

25. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

Marion County (Family Court)
Stephanie Kreisher

Delaware County Job and Family Services
Robert A. Anderson

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C.A.R.E.F.I.T.
1440 Mt. Vernon Ave.,
Marion, OH 43302

Director
Delaware County Job and Family Services
145 N. Union St., 2nd Floor
Delaware, Ohio 43015

26. GOVERNING LAW

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

27. SEVERABILITY

If any item, condition, portion, or section of this contract 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 contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

28. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, 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.

29. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal's behalf.

30. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

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

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

9
RESOLUTION NO. 23-575

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY JUVENILE COURT, AND TRACK GROUP, INC., FOR MONITORING AND ASSOCIATED SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the County Juvenile Court recommends approval of the first amendment to the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc., for Monitoring and Associated Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the first amendment to the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc., for Monitoring and Associated Services for Delaware County:

FIRST AMENDMENT TO 2022-2023 AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES

This First Amendment ("First Amendment") to 2022-2023 Agreement for Monitoring and Associated Services ("Agreement") is entered into this July 6, 2023 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "Customer"), and Track Group, Inc. ("Provider") whose principal place of business is located at 200 East 5th Avenue, Suite 100, Naperville, Illinois 60563, (individually "Party," collectively "Parties").

WHEREAS, the Parties entered into 2022-2023 Agreement for Monitoring and Associated Services on August 1, 2022 ("Agreement"); and,

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WHEREAS, the Parties now desire to amend the Agreement.

NOW THEREFORE, the Parties agree as follows:

- A. **Term:** Pursuant to the terms for renewal, set forth in section 3 of the Agreement, the Agreement is renewed August 1, 2023 through July 31, 2024.
- B. **Maximum:** The maximum amount payable under the Agreement is increased from \$20,000 to \$40,000.
- C. **Signatures:** Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this document or has been duly authorized by his/her principal to sign this document on such principal's behalf and is authorized to bind such principal.
- D. **Conflicts:** In the event of a conflict between the terms of the Agreement and this First Amendment, this First Amendment shall prevail.
- E. **Other Terms Unchanged:** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 23-576

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE GUARDIANSHIP SERVICE BOARD:

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

Supplemental Appropriation

25087023-5201 Guardianship Service Board/General Supplies 10,000.00

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

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RESOLUTION NO. 23-577

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION A GRANT FROM THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:

It was moved by _____, seconded by _____ to approve the following:

Grant # VOCA – Victim Services
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2023 – 09/30/2024

Grant (VOCA) Amount: \$33,018.94
Grant (SVAA) Amount: \$21,842.96
Local Cash Match: \$33,200.01
Local In-Kind Match: \$0.00
Total Grant Amount: \$88,061.91

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court's legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 annually to victims of juvenile crime.

Grant # VOCA – Court Appointed Special Advocate
Source: Ohio Attorney General – Victims of Crime Act
Grant Period: 10/01/2023 – 09/30/2024

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Grant (VOCA) Amount: \$110,520.24
Grant (SVAA) Amount: \$1,918.00
Local Cash Match: \$0.00
Local In-Kind Match: \$27,629.81
Total Grant Amount: \$112,438.24

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted. The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanency, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 13100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

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RESOLUTION NO. 23-578

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF A GRANT FOR DEPARTMENT OF YOUTH SERVICES - RECLAIM GRANT FOR THE DELAWARE COUNTY PROBATE/JUVENILE COURT:

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

Grant # DYS - RECLAIM
Source: Department of Youth Services
Grant Period: 07/01/2023 – 06/30/2024

Grant Amount (RECLAIM): \$313,722.33
Grant Amount (BASE): \$290,665.00
Grant Amount (Competitive): \$24,000.00
Local Cash Match: \$0.00
Total Grant Amount: \$640,779.34

The DYS RECLAIM funding currently supports three departments of the Court; family advocates, intake/diversion, and probation. At this time, the restructuring of the DYS funded programs, moving all of them to evidence based practices and requiring quality assurance measures, has been completed. The amount of this funding is based on a base allocation and a variable allocation determined by the number of DYS bed days used by the Delaware County Juvenile Court.

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

13
RESOLUTION NO. 23-579

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE VILLAGE OF SHAWNEE HILLS, THE DELAWARE COUNTY SHERIFF’S OFFICE, AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Contract between the Village of Shawnee Hills, the Delaware County Sheriff’s Office, and the Delaware County Board of Commissioners Regarding Inmate Housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Contract between the Village of Shawnee Hills, the Delaware County Sheriff’s Office, and the Delaware County Board of Commissioners Regarding Inmate Housing:

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**Municipal Inmate Housing Agreement
for
The Village of Shawnee Hills, Ohio**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 6th day of July, 2023 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and the Village of Shawnee Hills, Ohio, 9484 Dublin Road, Shawnee Hills, OH 43065 ("Shawnee Hills") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 1905.35, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Jail Director, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Shawnee Hills desires to have the Delaware County Jail house its inmates charged under its municipal ordinances. Shawnee Hills is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Shawnee Hills desire that Delaware County provide jail services to Shawnee Hills and have Shawnee Hills's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Shawnee Hills.

Delaware County will receive and care for, at the Delaware County Jail, all prisoners referred by Shawnee Hills for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Shawnee Hills of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Shawnee Hills for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Shawnee Hills to telephone or otherwise contact the Sheriff of Delaware County, Ohio, or designee, before delivery of Shawnee Hills' prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Shawnee Hills will also notify Delaware County of an estimated time of arrival.

Shawnee Hills agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Shawnee Hills agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Shawnee Hills agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Shawnee Hills agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

Persons imprisoned by Shawnee Hills or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Shawnee Hills, at Shawnee Hills' sole expense, to the Delaware County Jail. In no event shall Delaware County transport Shawnee Hills's prisoners outside Delaware County jurisdiction. When the destination of Shawnee Hills's prisoner transportation is outside Delaware County, Shawnee Hills shall arrange, at Shawnee Hills's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Shawnee Hills shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$83.00 per prisoner day during such confinement ("Confinement Expense"). "Prisoner day" is any one calendar day, or any part thereof, separately

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computed for each of Shawnee Hills prisoner, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees. The Parties agree this amount is Delaware County's actual costs.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18. If Delaware County recovers any such money under R.C. 341.19 for a Shawnee Hills prisoner, whom Shawnee Hills already paid the Confinement Expense, Delaware County shall refund the Confinement Expense within thirty (30) days.

Delaware County Sheriff shall prepare and submit to Shawnee Hills, monthly, a statement specifying all obligations for payment required of Shawnee Hills. Shawnee Hills shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Shawnee Hills any amount overpaid as specified in such statements within thirty (30) days of the statement.

Section 6 - Care Expenses

Shawnee Hills shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Shawnee Hills's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event extended care or hospitalization is deemed necessary, Delaware County shall notify Sunbury when the fact is known or as soon thereafter as possible. Upon such notice, Shawnee Hills reserves the right to request a release from incarceration from the court prior to the full term of commitment being served. Delaware County shall only release an inmate under this Agreement pursuant to court order. If the prisoner requires hospitalization under guard, the prisoner will be booked out of jail into the custody of Shawnee Hills, and Shawnee Hills shall provide its own security.

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Shawnee Hills shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Village Solicitor of Shawnee Hills, or such other counsel Shawnee Hills may retain, shall provide legal counsel in habeas case filed in state court. Shawnee Hills shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Shawnee Hills to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Shawnee Hills. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Shawnee Hills' prisoners shall be paid by Shawnee Hills unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 - Right to Refuse Prisoners

Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Shawnee Hills develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to keep said prisoner, Delaware County shall immediately notify Shawnee Hills or Shawnee Hills Police Department and advise it of the same. Upon notification provided herein, Shawnee Hills shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

Section 9 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until June 30, 2025, whereupon this Agreement shall terminate unless the Parties agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of

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termination is given to the other Party.

Section 10 - Miscellaneous Terms & Conditions

10.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between Delaware County and Shawnee Hills, 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.

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

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

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

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

10.6 Counterparts: This Agreement may be executed in counterparts.

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

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RESOLUTION NO. 23-580

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF, AND THE CITY OF SUNBURY REGARDING MUNICIPAL INMATE HOUSING:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of an agreement between the Delaware County Board of Commissioners; the Delaware County Sheriff, and the City of Sunbury regarding municipal inmate housing;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves an agreement between the Delaware County Board of Commissioners, the Delaware County Sheriff, and the City of Sunbury regarding municipal inmate housing;

**Municipal Inmate Housing Agreement
for
The City of Sunbury, Ohio**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 6th day of July, 2023 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and the City of Sunbury, Ohio, 51 E Cherry Street, Third Floor, Sunbury, OH 43074 ("Sunbury") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 1905.35, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Jail Director, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

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Sunbury desires to have the Delaware County Jail house its inmates charged under its municipal ordinances. This contract shall not apply to incarceration resulting from charges under state code. Sunbury is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Sunbury desire that Delaware County provide jail services to Sunbury and have Sunbury's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Sunbury.

Delaware County will receive and care for, at the Delaware County Jail, all prisoners referred by Sunbury for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Sunbury of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Sunbury for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Sunbury to telephone or otherwise contact the Sheriff of Delaware County, Ohio, or designee, before delivery of Sunbury's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Sunbury will also notify Delaware County of an estimated time of arrival.

Sunbury agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Sunbury agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Sunbury agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Sunbury agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

Section 4 - Transportation Expenses

Persons imprisoned by Sunbury or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Sunbury, at Sunbury's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Sunbury's prisoners outside Delaware County jurisdiction. When the destination of Sunbury's prisoner transportation is outside Delaware County, Sunbury shall arrange, at Sunbury's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Sunbury shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$83.00 per prisoner day during such confinement ("Confinement Expense"). "Prisoner day" is any one calendar day, or any part thereof, separately computed for each Sunbury prisoner, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees. The Parties agree this amount is Delaware County's actual costs.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18. If Delaware County recovers any such money under R.C. 341.19 for a Sunbury prisoner, whom Sunbury already paid the Confinement Expense, Delaware County shall refund the Confinement Expense within thirty (30) days.

Delaware County Sheriff shall prepare and submit to Sunbury, monthly, a statement specifying all obligations for payment required of Sunbury. Sunbury shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Sunbury any amount overpaid as specified in such statements within thirty (30) days of the statement.

Section 6 - Care Expenses

Sunbury shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Sunbury's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations,

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treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event extended care or hospitalization is deemed necessary, Delaware County shall notify Sunbury when the fact is known or as soon thereafter as possible. Upon such notice, the City of Sunbury reserves the right to request a release from incarceration from the court prior to the full term of commitment being served. Delaware County shall only release an inmate under this Agreement pursuant to court order. If the prisoner requires hospitalization under guard, the prisoner will be booked out of jail into the custody of Sunbury, and Sunbury shall provide its own security.

In case of the death of a prisoner, nothing in this agreement as between the parties herein shall be construed to hold Delaware County liable for any costs or expenses related to the inmate's death. Sunbury shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Solicitor of Sunbury, or such other counsel Sunbury may retain, shall provide legal counsel in habeas case filed in state court. Sunbury shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Sunbury to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Sunbury. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Sunbury' prisoners shall be paid by Sunbury unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 - Right to Refuse Prisoners

Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Sunbury develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to keep said prisoner, Delaware County shall immediately notify Sunbury or Sunbury Police Department and advise it of the same. Upon notification provided herein, Sunbury shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware Jail, when, in the sole discretion of Delaware County, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

Section 9 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until June 30, 2025, whereupon this Agreement shall terminate unless the Parties agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 10 - Miscellaneous Terms & Conditions

10.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between Delaware County and Sunbury, 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.

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

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

10.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such

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waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

10.6 Counterparts: This Agreement may be executed in counterparts.

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

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RESOLUTION NO. 23-581

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

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

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

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

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the cards to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$2,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card: **Steven Bollinger**
Department Coordinator: Janette Adkins

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$2,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card: **Shane Friley**
Department Coordinator: Janette Adkins

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$2,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

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Name on Card: **Jeff Doellinger**
Department Coordinator: Janette Adkins

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

Daily spending per card: \$2,000
Monthly spending per card: \$5,000
Single transaction limit: \$2,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: **Justin Gordon**
Department Coordinator: Janette Adkins

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

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RESOLUTION NO. 23-582

IN THE MATTER OF APPROVING A SUBDIVIDER’S AGREEMENT WITH DEL-CO WATER COMPANY, INC. FOR WATER LINE CONSTRUCTION AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

WHEREAS, the Sanitary Engineer recommends approval of the Subdivider’s Agreement with Del-Co Water Company, Inc. for water line construction at the Olentangy Environmental Control Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Subdivider’s Agreement with Del-Co Water Company, Inc.:

SUBDIVIDERS AGREEMENT

THIS AGREEMENT, executed on this 6th day of July 2023, Between Delaware County Commissioners (SUBDIVIDER) as evidenced by the Olentangy Environmental Control Center Plant Upgrades water line construction drawings approved by the **DEL-CO WATER COMPANY, INC. (DEL-CO)** is governed by the following considerations to wit:

SUBDIVIDER is to construct, install or otherwise make all improvements shown and set forth to be done and performed in compliance with the approved engineering water facility drawings and specifications for the subdivision, all of which are a part of this **AGREEMENT**. **SUBDIVIDER** shall not be required to execute a bond, certified check, irrevocable letter of credit, or other financial warranties as security for performance. **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

All waterline-related improvement construction shall be performed within one-year from the date on which this **AGREEMENT** is executed by **DEL-CO**, but an extension of time may be granted if approved by **DEL-CO**.

SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by **DEL-CO**. The representative shall be replaced by **SUBDIVIDER** when, in the opinion of **DEL-CO**, his performance is deemed inadequate.

SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and **DEL-CO** shall have the right to stop work forthwith and take any lawful action to ensure proper completion of the water line improvements within the subdivision.

Upon acceptance of the water line by **DEL-CO**, **SUBDIVIDER** shall warrant and be responsible for the maintenance, repair and reconstruction of any and all defective materials or workmanship and work not performed or constructed as approved by **DEL-CO**, for a period of two (2) years. **SUBDIVIDER** shall protect the water line and all appurtenances from damage during the warrantee period. Should emergency repair work be required during the warrantee period, **DEL-CO** will effect repairs and the **SUBDIVIDER** shall be responsible for reimbursing **DEL-CO** all labor, equipment, materials and indirect costs. All work is to be done in accordance with **DEL-CO** standards.

SUBDIVIDER shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **DEL-CO**, as required, “as built” drawings of the improvements, which plans shall become the property of **DEL-CO**.

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SUBDIVIDER shall, within (30) days of completion of construction, furnish to **DEL-CO** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid.

SUBDIVIDER shall comply with all rules and regulations and conform to all procedures established by **DEL-CO** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

SUBDIVIDER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by **DEL-CO**.

Should **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, **SUBDIVIDERS'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

SUBDIVIDER shall provide all easements required by **DEL-CO** for the continuing operation and maintenance of the water facilities. Upon acceptance by **DEL-CO**, all water facilities up to and including the meter vault will become the property of **DEL-CO**. All other water facilities shall remain the ownership of the **SUBDIVIDER**.

The below-signed covenants that they are the owners of the above-described development or have authority to act on the owner's behalf. In consideration whereof, **DEL-CO** hereby grants **SUBDIVIDER** the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

WATER FACILITY IMPROVEMENTS

COST ESTIMATE (an amount of "\$0.00" indicates that a bond, certified check, irrevocable letter of credit or other approved financial warranties are not required) \$ 0.00

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

17

RESOLUTION NO. 23-583

IN THE MATTER OF APPROVING A DECREASE OF APPROPRIATION AND SUPPLEMENTAL APPROPRIATIONS FOR THE REGIONAL SEWER DISTRICT:

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

Decrease Appropriation

66611900-5410 URF Operations & Maintenance/Building & Improv >\$25,000 \$400,000.00

Supplemental Appropriation

66211900-5380 SRF Operations & Maintenance/Other Services \$350,000.00

66211900-5335 SRF Operations & Maintenance/Rental Services \$50,000.00

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

18

RESOLUTION NO. 23-584

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR NORTHSTAR PRESTWICK ROAD PHASE 1:

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

WHEREAS, the roadway construction has been completed for the project known as Northstar Prestwick Road Phase 1 (the "Project"); and

WHEREAS, as the result of the Engineer's recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance bond be set at \$264,230.00 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Northstar Residential Development, LLC (the "Principal") has provided a maintenance bond in the amount of \$264,230.00 as surety to cover the one year maintenance period; and

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WHEREAS, the Engineer also recommends that, in accordance with the Owner’s Agreement, the construction bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$264,230.00 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

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RESOLUTION NO. 23-585

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE OLD SAWMILL ROAD AND PRESIDENTIAL PARKWAY PROJECT:

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

**DEL-TR119-0.56 Old Sawmill Road and Presidential Parkway Project PID 111806
Bid Opening May 30, 2023**

WHEREAS, on June 1, 2023, the Delaware County Board of Commissioners adopted Resolution No. 23-462, awarding the bid to Double Z Construction Company for the above referenced bid opening; and

WHEREAS, the County Engineer recommends approval of the contract between the Delaware County Commissioners and Double Z Construction Company for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Double Z Construction Company for DEL-TR119-0.56 Old Sawmill Road and Presidential Parkway Project PID 111806:

CONTRACT

THIS AGREEMENT is made this 6th day of July, 2023 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204** hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “**DEL-TR119-0.56 Old Sawmill Road and Presidential Parkway Project PID 111806**”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Million Seven Hundred Twenty Thousand Four Hundred Forty-Four Dollars and Thirty-Nine Cents (\$1,720,444.39)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE

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3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 23-586

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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:

<u>Permit #</u>	<u>Applicant</u>	<u>Location</u>	<u>Type of Work</u>
UT2023-0120	TEAM FISHEL	PRESIDENTIAL PKWY	FIBER OPTIC
UT2023-0121	FRONTIER	DUBOIS RD	FIBER CABLES
UT2023-0122	FRONTIER	LEWIS CENTER RD	FIBER CABLES
UT2023-0123	FRONTIER	LEWIS CENTER RD	BORE FOR FIBER OPTICS
UT2023-0124	AEP	GREEN MEADOWS DR	BORE FOR CONDUITS
UT2023-0125	CHILLICOTHE PH CO	S COUNTY LINE RD	BORE FOR FIBER OPTICS
UT2023-0126	SPECTRUM	HARBOR POINTE &	BORE & BURY CABLE
UT2023-0127	SPECTRUM	AFRICA RD	BORE & BURY CABLE

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

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RESOLUTION NO. 23-587

IN THE MATTER OF APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LIT FIBER LLC TO PROVIDE A BROADBAND COMMUNITY ASSESSMENT FOR DELAWARE COUNTY:

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

WHEREAS, the County Administrator and the Deputy County Administrator/General Counsel recommend approving a consulting services agreement between the Delaware County Board of Commissioners and Lit Fiber LLC to provide a broadband community assessment for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following consulting services agreement between the Delaware County Board of Commissioners and Lit Fiber LLC to provide a broadband community assessment for Delaware County:

**CONSULTING SERVICES AGREEMENT
Broadband Community Assessment**

This Agreement is made and entered into on July 6, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Lit Fiber LLC, 3500 Blue Lake Drive, Suite 225, Birmingham, Alabama 35243 Consultant”), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide consulting services related to a broadband community assessment for Delaware County (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s Proposal (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement. The Parties mutually acknowledge and agree that the County elects to proceed with “Option A” as set forth in the Proposal.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Option A in the Proposal, and the total compensation under this Agreement shall not exceed Forty-Seven Thousand Nine Hundred Eighty-Seven Dollars and Fifty Cents (\$47,987.50) without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 PAYMENT

- 5.1 Compensation shall be paid based on invoices submitted, not more than on a monthly basis, as tasks are completed in accordance with the Proposal.
- 5.2 The Consultant shall submit invoices to the Director on Consultant's company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may require additional documentation to substantiate an invoice, and the Consultant shall promptly submit documentation as requested to substantiate an invoice.
- 5.3 The County shall pay invoices as approved by the Director within thirty (30) days of receipt.

6 COMMENCEMENT AND COMPLETION OF SERVICES; SUSPENSION; TERMINATION

- 6.1 The Consultant shall commence Services in accordance with the Director's order and shall make best efforts to complete the Services in accordance with the schedule stated in the Proposal; *provided*, however, the Consultant shall be entitled to an extension of the schedule stated in the Proposal to the extent of any delay attributable to the County. This Agreement shall terminate upon the completion of the Services as set forth in the Proposal, unless terminated earlier in accordance with this Agreement.
- 6.2 The County may suspend the Services or terminate this Agreement for convenience by providing written notice to the Consultant.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.

7 CHANGE IN SCOPE OF SERVICES

- 7.1 In the event that significant changes to the scope of the Services are required during performance of the Services, the first Party shall notify the second Party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.

8 OWNERSHIP OF WORK PRODUCT

- 8.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 8.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed reports and any other tangible written or electronic work produced in accordance with the Agreement.
- 8.3 For the sake of clarity, this section does not require unauthorized duplication of copyrighted materials.

9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

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- 9.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated in the Proposal.
- 9.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any third party without the County's express, written consent.

10 INDEMNIFICATION

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

11 INSURANCE

- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the Director determines will reasonably protect the County and Consultant.
- 11.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Conflicts of Interest: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the County's prior express written consent. No personnel of the Consultant may voluntarily acquire a personal interest that conflicts with their responsibilities under this Agreement. The Consultant shall promptly disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Consultant shall take all legal steps to ensure that such a person does not participate in any action affecting the Services under this Agreement, unless the County has determined that, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- 12.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 12.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 12.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other

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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.

- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 12.9 Representations of the County: The County represents and covenants that it is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The County further represents and covenants that this Agreement has, by proper action, been duly authorized, executed and delivered by the County and that all steps necessary to be taken by the County have been taken to constitute this Agreement, and the covenants and agreements of the County contemplated herein, as a valid and binding obligation, enforceable in accordance with its terms.
- 12.10 Representations of the Consultant: The Consultant represents and covenants that it is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Consultant further represents and covenants that this Agreement has, by proper action, been duly authorized, executed and delivered by the Consultant and that all steps necessary to be taken by the Consultant have been taken to constitute this Agreement, and the covenants and agreements of the Consultant contemplated herein, as a valid and binding obligation, enforceable in accordance with its terms.
- 12.11 Non-Collusion: The Consultant certifies as follows: (a) this Agreement is not entered into or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation; (b) the Proposal is genuine and not collusive; (c) the Consultant has not directly or indirectly induced or solicited any other offeror to submit a false or sham proposal; (d) the Consultant has not directly or indirectly colluded, conspired, connived or agreed with any offeror or any other person or entity to put in a sham proposal or that anyone shall refrain from submitting a proposal; (e) the Consultant has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Agreement; (f) the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Agreement, to fix any overhead, profit or cost element of this Agreement, or to secure any advantage against the County in this Agreement; and (g) the Consultant is unaware of any conflict of interest, either involving it or its employees, that would prohibit the Consultant from entering this Agreement.
- 12.12 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.13 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.14 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement

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relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

12.15 Contract Provisions for Non-Federal Entity Contracts under Federal Awards: This project may be funded, in whole or in part, through a Federal Award. Additional contract provisions, as required by applicable Federal laws and regulations, are set forth in the Appendix attached hereto and, by this reference, incorporated into this Agreement.

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

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**DELAWARE COUNTY 9-1-1 BOARD
YEARS OF SERVICE TRIBUTE, PATRICK BRANDT**

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10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF ADOPTING TEXT AMENDMENTS TO THE DELAWARE COUNTY ZONING RESOLUTION

The Board of Commissioners opened the hearing at 10:18 A.M.

The Board of Commissioners closed the hearing at 10:29 A.M.

Recessed at 10:31 AM/Reconvened at 10: 51 AM

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RESOLUTION NO. 23-588

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS:

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

WHEREAS, pursuant to section 121.23(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.23(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; for security arrangements and emergency response protocols.

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

RESOLUTION NO. 23-589

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Participated in the Sunbury Parade Tuesday.

-Offered condolences to the family of Tommy Thompson after his death this past weekend. Read highlights of his life.

Commissioner Lewis

- Offered condolences to the family of Tommy Thompson.

-Participated in the Sunbury Parade.

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-Attended the dedication of Demetrius Stanley Way in Genoa Township on Saturday.

Commissioner Benton

- Offered condolences to the family of Tommy Thompson.
- Regional Planning will have a meeting tonight.
- Attended the CEBCO meeting last Friday. They will be rolling out a new phone app. called SWORD.
- The State Budget was passed on Friday.
- The Land Bank will meet this afternoon.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners