

COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 31, 2023

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

**Present:**  
Jeff Benton, President  
Gary Merrell, Vice President

**Absent:**  
Barb Lewis, Commissioner

**1**  
RESOLUTION NO. 23-743

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 28, 2023:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 28, 2023; and

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

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

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

**2**  
PUBLIC COMMENT

**3**  
RESOLUTION NO. 23-744

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0830:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0830 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2300680 (Baumann Enterprises)	Building and Improvements	42011438-5410	\$28,980.00
P2300181 (PNC WIOA)	Client Services	22311611-5348	\$6,000.00
P2300997 (VAR WIOA)	Client Services	22311611-5348	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2304272	PREMIER OFFICE MOVERS LLC	BYXBE CAMPUS RENOVATIONS	42011440 - 5410	\$30,348.00
R2304375	PETERSON CONSTRUCTION CO	REPAIR LIBERTY PARK PUMP STATION DAMAGED IN	60111901 - 5370	\$34,658.00
R2304388	JOB & FAMILY SERVICES BOARD OF	SFY24MSY FFP CONTRIBUTION	22511607 - 5380	\$33,752.40
R2304415	DEVELOPMENTAL DISABILITIES	ARPA	70161606 - 5380	\$128,650.00
R2304416	KE WA PA SALES INC	BYXBE CAMPUS - FF&E	42011440 - 5410	\$11,747.75
R2304423	SQUIRE PATTON BOGGS (US) LLP	LEGAL SERVICE - DITCH BONDS	50111117 - 5728	\$6,750.00

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

**4**  
RESOLUTION NO. 23-745

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Tiffany Maag, Erik McPeek, Jeff Hall, and Jason Watts attend the 2023 WEFTEC Conference in Chicago, IL from October 1-4, 2023 at the cost of \$6,860.00 (fund number 66211900).

The Auditor’s Office is requesting that Dawn Hall, Stephen Bishop, and Renee Hamrick attend a Government Finance Officers Association Conference and Membership Meeting in Cleveland, Ohio from October 11-13, 2023 at the cost of \$3,293.52 (fund number 10010101).

The Guardianship Board is requesting that Director Eric Penkal attend a National Guardianship Association conference in Orlando, Florida October 13-17, 2023 at the cost of \$2,466.50 (fund number 250)

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

**5  
RESOLUTION NO. 23-746**

**IN THE MATTER OF APPROVING THE SCHEDULE OF ASSESSMENTS FOR THE COSTS FOR THE PROCEEDINGS FOR THE DISMISSED DUSTIN ROAD SUBDIVISION WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, pursuant to Resolution No. 23-521, the Delaware County Board of Commissioners (the “Board”) ordered that the costs for the proceedings of the dismissed Dustin Road Subdivision Watershed Drainage Improvement Project be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing; and

WHEREAS, the date for the landowners to pay for the costs for the proceedings upfront, rather than having it placed on their real estate tax bill, has passed;

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

Section 1. The Board hereby approves the schedule of assessments for the costs for the proceedings for the dismissed Dustin Road Watershed Drainage Improvement Project (copy of schedule to be retained in accordance with the Commissioners’ Office records retention schedule).

Section 2. The Board hereby directs the Clerk to transmit the schedule of assessments to the Auditor’s Office. Two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with no interest rate on the installments.

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

**6  
RESOLUTION NO. 23-747**

**IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:**

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

**AGREEMENT FOR TITLE SERVICES**

This Agreement is made and entered into on this 31<sup>st</sup> day of August 2023 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015, (“Commissioners”), and Title First Agency, Inc., 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 (“Contractor”), the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 (“ODA”) shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to

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conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

**ARTICLE I: NATURE OF CONTRACT**

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.

1.2 The Commissioners enter into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

**ARTICLE II. SCOPE OF WORK**

2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.

2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.

2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

**ARTICLE III. TIME OF PERFORMANCE.**

3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before \_\_\_\_TBD\_\_\_\_.

3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.

3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

**ARTICLE IV. COMPENSATION.**

4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.

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- 4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.
- 4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.
- 4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.
- 4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.
- 4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

**ARTICLE V: CERTIFICATION OF FUNDS**

5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

**ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES**

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

**ARTICLE VII: RELATIONSHIP OF PARTIES**

- 7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Contractor shall be required to render services described hereunder for the Commissioners

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during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

**ARTICLE VIII: RECORD KEEPING**

8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

**ARTICLE IX: RELATED AGREEMENTS**

9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.

9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.

9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

**ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION**

10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT**

11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability.

11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

**ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in

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part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.

12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

**ARTICLE XIII: CONFIDENTIALITY**

13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.

13.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

**ARTICLE XIV: LIABILITY**

14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.

14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

**ARTICLE XV: COMPLIANCE WITH LAWS**

15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

**ARTICLE XVI: DRUG FREE WORKPLACE**

16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

**ARTICLE XVII: CAMPAIGN CONTRIBUTIONS**

17.1 Contractor hereby certifies that neither Contractor nor any of Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

**ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER**

18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**ARTICLE XIX: NOTICES**

19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.

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- 1). In case of the Commissioners to:  
Delaware County Commissioners  
91 N. Sandusky Street  
Delaware, Ohio 43015
- 2). In case of the Contractor, to:  
Title First Agency, Inc.  
999 Polaris Pkwy, Suite 101  
Columbus, Ohio 43240

**ARTICLE XX: HEADINGS**

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

**ARTICLE XXI: SEVERABILITY**

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

**ARTICLE XXII: CONTROLLING LAW**

22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

**ARTICLE XXIII: SUCCESSORS AND ASSIGNS**

23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

**ARTICLE XXIV: FINDINGS FOR RECOVERY**

24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

**ARTICLE XXV: DEBARMENT**

25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

**ARTICLE XXVI: EXECUTION**

27.1 This Agreement is not binding upon the Commissioners unless executed in full.

**ARTICLE XXVII: ANTITRUST ASSIGNMENT**

28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

**ARTICLE XXVIII: CONFLICT**

29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

**Exhibit A  
SCOPE OF WORK**

A. **Title Search.** The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:

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1. The name, address, and marital status of record holder or holders of title.
2. The name, address of spouse, if any, a record holder or holders of title.
3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement
4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

**B. Title Insurance Commitment**

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

**C. Escrow Services**

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
2. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds as documented in the ODA approved settlement statement (HUD-1).

**D. Closing**

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre- approval of the Commissioners and ODA.
2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.
5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
7. Secure an Owners Policy of title insurance for ODA.



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Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: STB3 LLC

Property Location: Todd Street Road

County: Delaware

Township: Kingston

Parcel Number(s):	Acres:
51720001060012	53.343

Title Search: \$ 400.00

Title Insurance: \$ 615.25 based on \$106,686.00 policy

Title Commitment: \$ 500

Title Insurance Premium: \$

Settlement Fee: \$ 350

TOTAL: \$ 1415.25

Plus additional Costs as needed:

Title Update and Recording: \$ 75.00 w/ 375 recording estimate

Copy Costs: \$ 2.00 per page

Courier Fee: \$ 100.00

Title Search Due Date: October 27<sup>th</sup>, 2023

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

7

RESOLUTION NO. 23-748

**IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH, THE CLOSINGS OF THE B. WATKINS EASEMENT AND LIGGETT EASEMENT, 2022 OHIO DEPARTMENT OF AGRICULTURE LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM:**

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

WHEREAS, on April 18, 2022, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 22-298, authorizing participation in the Ohio Department of Agriculture Local Agricultural Easement Purchase Program ("LAEPP") for the property owned by Benjamin J. Watkins (the "B. Watkins Farm"); and

WHEREAS, on April 18, 2022, the Board adopted Resolution No. 22-300, authorizing participation in the LAEPP for the property owned by Jeffrey C. Liggett (the "Liggett Farm"); and

WHEREAS, the B. Watkins Farm was approved for participation in the LAEPP, and all requirements have been met and documents prepared to proceed to closing; and

WHEREAS, the Liggett Farm was approved for participation in the LAEPP, and all requirements have been met and documents prepared to proceed to closing;

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

Section 1. The Board hereby approves proceeding to closing for the B. Watkins Farm and Liggett Farm

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Agricultural Easements, 2022 Ohio Department of Agriculture LAEPP.

Section 2. The Board hereby authorizes the County Administrator to represent the Board at the closing for the B. Watkins Farm and Liggett Farm Agricultural Easements and to approve and execute all the documents associated therewith.

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

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

**8**

**RESOLUTION NO. 23-749**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR 2022 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:**

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

**FIRST AMENDMENT TO AGREEMENT FOR  
2022 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE  
AGREEMENT BETWEEN  
THE OHIO DEPARTMENT OF AGRICULTURE AND  
DELAWARE COUNTY COMMISSIONERS**

This First Amendment to the 2022 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement, (hereinafter, "Agreement"), is made and entered into by and between the State of Ohio, acting by and through the Ohio Department of Agriculture ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and Delaware County Commissioners (hereinafter "Local Sponsor"), located at 91 North Sandusky Street, Delaware, OH 43015 (hereinafter "Local Sponsor").

**Recitals**

1. WHEREAS, ODA and Local Sponsor executed an Agreement on November 23, 2022 granting funds to Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2022, which is attached hereto with its Exhibits as Exhibit 1;
2. WHEREAS, ODA and Local Sponsor now desire to modify certain provisions of the Agreement (and its attached Exhibit A – Scope of Work), to provide for changes necessitated by:
  - a. The passage of the FY 2024/2025 biennium;
  - b. The total obligated funds of \$242,196 increased. Additional funding from the Application Processing Reduction Plan (APRP – Exhibit J) in the amount of \$42,984 was added from 2023 LAEPP. New total available is \$285,180;
3. **NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, ODA and Local Sponsor agree by and between themselves as follows:

STATEMENT OF THE AGREEMENT

1. The Agreement and attached Exhibit(s) is attached hereto as Exhibits 1, and incorporated herein by reference if fully rewritten.
2. Article I - SCOPE OF WORK

Delete paragraph 2.5, insert the following:

“The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2025. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.”

3. Article III - TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

“The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2025. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.

Delete paragraph 3.2, insert the following:

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“This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor’s Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2025, unless renewed as provided for herein.

Delete paragraph 3.3, insert the following:

“As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2025. This contract may be renewed, at ODA’s option, for a period of one (1) year upon the same terms contained herein.

4. IV. ODA’S OBLIGATION TO FUND

Delete paragraph 4.1, and insert the following:

“Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of \$285,180.00 (Two Hundred Eighty-Five Thousand One Hundred Eighty Dollars and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to “Exhibit B – Property/Funds.”

5. Exhibit A – Scope of Work

Delete paragraph F, insert the following:

“The parties shall mutually agree to a closing date, but in no event later than June 30, 2025 unless otherwise agreed in writing by ODA.”

- 6. Except as amended herein, the Agreement shall in full force and effect in accordance with its terms.
- 7. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

(Copy of Exhibits can be found at the Commissioners’ Office until no longer of administrative value)

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

**9**  
**RESOLUTION NO. 23-750**

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE USE OF PROCUREMENT CARDS FOR THE FACILITIES DEPARTMENT:**

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

<b>Amended Card for Chad Aleshire:</b>	
Appointing Authority:	Commissioners
Office/Department:	Facilities
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Department Coordinator:	Janette Adkins

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

**10**

**RESOLUTION NO. 23-751**

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

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

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

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

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

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

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Byxbe Conference Room for a CCAO Budget Presentation on October 20, 2023 from 9:00am to 2:00pm, at no cost.

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

**11**

**RESOLUTION NO. 23-752**

**IN THE MATTER OF APPOINTING AND RE-APPOINTING MEMBERS TO THE JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:**

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

WHEREAS, Section 329.06 of the Ohio Revised Code requires the establishment of a Job and Family Services Community Planning Committee (the “Community Planning Committee”) whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the Delaware County Board of Commissioners (the “Board of Commissioners”) and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provision of social services and workforce development programs; and

WHEREAS, the term for Community Planning Committee member Gina Grote will expire on October 4, 2023 and Ms. Grote has expressed an interest in being re-appointed; and

WHEREAS, the terms for Community Planning Committee members Deanna Brant, Kathy Laughlin and Robert Singer will expire on October 4, 2023 and new members must be appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the Community Planning Committee and to appoint replacement representatives for the Delaware-Morrow Mental Health and Recovery Services Board, Delaware County Transit, and the public-at-large to the Community Planning Committee;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments and re-appointment made herein by choosing to waive the requirement for posting the positions and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of Gina Grote to the Community

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Planning Committee for a term ending on October 4, 2026.

Section 3: The Board of Commissioners hereby approves the appointment of the following members to the Community Planning Committee for the terms specified herein:

<b>Appointee</b>	<b>Term Ends</b>
Kristan Warren	October 4, 2026
Andy Volenik	October 4, 2026
Anna Fender	October 4, 2026

Section 4. The appointments and re-appointment approved in Section 2 and Section 3 of this Resolution shall take effect on October 5, 2023.

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

**12**

**RESOLUTION NO. 23-753**

**IN THE MATTER OF CHANGING THE NAME OF THE DEPARTMENT COORDINATOR TO VARIOUS PROCUREMENT CARDS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approving 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;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, acknowledges the name of the department coordinator is changing for the following procurement card holders:

Name on Card: Charles Carlson	Department: Coroner
Name on Card: Cindi Herring	Department: Human Resources
Name on Card: Dawn Huston	Department: Human Resources
Name on Card: Linda Dodds	Department: Human Resources
Name on Card: Karen First	Department: Board of Commissioners
Name on Card: Monica Conners	Department: Economic Development
Name on Card: Mark Strohl	Department: Dog Shelter
Name on Card: Daniel James	Department: Dog Shelter
Name on Card: Mitchell Garrett	Department: Dog Shelter
Name on Card: Charles Jones	Department: Dog Shelter
Name on Card: Jane Hawes	Department: Communications
Name on Card: Anna Smith	Department: Emergency Medical Services
Name on Card: Rachael Cox	Department: Emergency Medical Services
Name on Card: Jeff Fishel	Department: Emergency Medical Services
Name on Card: Justin Lowery	Department: Emergency Medical Services
Name on Card: Jeremy Miller	Department: Emergency Medical Services
Name on Card: Matthew Fletcher	Department: Emergency Communications
Name on Card: Nancy Nicodeumus	Department: Emergency Communications
Name on Card: Chris Waldo	Department: Emergency Communications

Department Coordinator: Justin Nahvi

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

**13**

**RESOLUTION NO. 23-754**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A REVISED REVENUE ESTIMATE:**

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

**Supplemental Appropriation**

23011704-5301	CDBG PY 2020/Contracted Professional Services	\$244,000.00
23011704-5365	CDBG PY 2020/Grant Related Services	\$18,525.00

**Revised Revenue Estimate**

23011704-4506	CDBG PY 2020/Federal Reimbursements E	\$262,525.00
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Vote on Motion                      Mr. Benton              Aye              Mrs. Lewis              Absent      Mr. Merrell              Aye

**14**  
**RESOLUTION NO. 23-755**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:**

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

<b>Supplemental Appropriation</b>		
44311437-5375	Slate Ridge Redev Tax Equiv Fd/Election and Settlement Services	\$867.09
44911445-5375	Evans Farm Redev Tax Equiv Fd/Election and Settlement Services	\$2,556.14
45111446-5375	Slate Ridge II TIF/Election and Settlement Services	\$20,664.72
50411121-5375	BR RD IMP US23 Lewis Center/Election and Settlement Services	\$318.34
52911148-5375	BR DI Ruder East/Election and Settlement Services	\$34.04
53111150-5375	BR DI Thomas #9/Election and Settlement Services	\$6.36

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

**15**  
**RESOLUTION NO. 23-756**

**IN THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE BOARD OF TOWNSHIP TRUSTEES, RADNOR TOWNSHIP, DELAWARE COUNTY, OHIO, FOR THE COUNTY TO ASSIST THE TOWNSHIP WITH LOCAL MATCHING FUNDS FOR THE 2020 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION:**

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

WHEREAS, the Director of Emergency Management recommends approval of the following intergovernmental agreement between the Board of Commissioners, Delaware County, Ohio and the Board of Township Trustees, Radnor Township, Delaware County, Ohio, for the county to assist the township with local matching funds for the 2020 Hazard Mitigation Assistance Grant Application;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following intergovernmental agreement between the Board of Commissioners, Delaware County, Ohio and the Board of Township Trustees, Radnor Township, Delaware County, Ohio, for the county to assist the township with local matching funds for the 2020 Hazard Mitigation Assistance Grant Application:

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners approves a purchase order and voucher for the payment from 10011102-5601 (R2304399) to Radnor Township Board of Trustees.

**INTERGOVERNMENTAL AGREEMENT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 31<sup>st</sup> day of August, 2023, by and between the Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the Board of Township Trustees, Radnor Township, Delaware County, Ohio, 4061 State Route 203, Radnor, Ohio 43066 (“Township”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, and 307.15, et seq., of the Revised Code. The purpose of this Agreement is for the County to assist the Township with local matching funds for the 2020 Hazard Mitigation Assistance Grant application for the flood prone property 7067 Curtis Road, Radnor Township, Delaware County, Ohio. The funds submitted by the County for this project shall be used in accordance with terms of the grant with the intention of mitigating natural disasters.

Section 3 – Contribution

The County shall contribute up to \$56,450.00 for use in accordance with the terms of the above referenced grant. The County shall make an initial payment in the amount of \$30,150.00 upon execution of this Agreement to be applied toward the purchase of the flood prone property. The County shall make additional payment(s) not exceeding \$26,300.00 upon the Township submitting a written request documenting the additional grant expenses incurred or to be incurred in excess of any remaining grant funds.

Section 4 – Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 5 – Legal Contingencies

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In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 6 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County’s employees be considered employees of Township within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 7 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Each Party agree to be responsible for the negligent acts and omissions of itself and its respective officers, employees, agents, and volunteers arising out of or in connection with this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to the other Party. Each Party is responsible for paying its own costs and attorney’s fees that arise from defending any claims arising out of or in connection with this Agreement. In no event shall any Party to this Agreement be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, including, but not limited to, lost profits, lost income, or loss of use.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 8.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 8.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 8.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 8.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

**16**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator

- Thank you to Brooke Bihlman from Treasurer Sprague’s office for stopping by this week.
- Attended the Liberty New Community Authority meeting this week.

**17**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Merrell

- Want to wish Sarah Dinovo well in her position with the City of Delaware. Our loss is their gain.

Commissioner Benton

- Also want to wish Sarah Dinovo well and thank her for all the things she has done for the office.
- Will have a virtual CEBCO meeting tomorrow morning.

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There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners