

**COMMISSIONERS JOURNAL NO. 79 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 18, 2023**

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

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

**1
RESOLUTION NO. 23-1086**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 14, 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 December 14, 2023; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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**

**3
RESOLUTION NO. 23-1087**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1215:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR 1215 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>

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

**4
RESOLUTION NO. 23-1088**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE, KNOX, MARION, MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
Delaware County Recycling & Litter Prevention Office
2024**

This agreement made the 18th day of December, 2023, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware, Knox, Marion, Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 619 West Marion Road, Suite 107, Mount Gilead, Ohio 43338 and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 91 North Sandusky Street, Delaware, Ohio 43015.

WITNESS ETH:

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WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on July 30, 2019.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Chapter 6 and as detailed programs in Appendix I of the amended plan.

WHEREAS, Chapter 6 and Appendix I of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of recycling drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the District's special collection programs, the District's promotion of electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$86,789.00 for fulfillment of obligations listed in Exhibit #1. A maximum of \$15,000 can be utilized for fringe benefits. A minimum of \$12,000 must be utilized for programmatic expenses. All monies shall be maintained in a separate fund.

The expenditure of all funds must be detailed on the annual program report forms.

2. Term

The term of this agreement is January 1, 2024 - December 31, 2024.

3. Payments

The District shall disburse the contract amount of \$86,789.00, subject to availability, in three payments as described: 50% January; 25% April; and 25% July.

4. Allowable Expenditures

Personnel

- Salary: costs for the program manager and/or dedicated staff (minimum requirement is 36 hours/week). Extended leave beyond 12 weeks will not be paid, through this contract.
- Benefits: a **maximum of \$15,000 can be utilized for fringe benefits.**
- Administration: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the County Recycling & Litter Prevention Office.

Programmatic

A minimum of \$12,000 must be spent on the programmatic expenses listed below.

- Contracts: costs for any outside services used by the County Recycling & Litter Prevention Office to help them meet the responsibilities outlined in Exhibit #1.
- Advertising: costs incurred to provide public notice through local media, of special events, meetings and/or activities that are related to the program's responsibilities as outlined in Exhibit #1.
- Equipment: items/materials purchased to enable the program to provide the services needed to meet their responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, public area recycling collection containers such as Clear Stream Containers and signage, etc.
- Travel/Training: costs for mileage incurred to meet program obligations such as: meetings, presentations, events, activities, etc. - including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.
- Office Supplies: supplies and equipment used for services provided such as: copies, postage, phone, computer, etc.
- Awards/Recognition: costs incurred for materials, items, services, etc. that allow the County Recycling & Litter Prevention Office to publicly reward/recognize an individual, group, business, or institution for their outstanding environmental achievement/contribution to their community.

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- Other: materials, items, services that are necessary for the program to meet their responsibilities, but are not identified in the above allowable categories such as: memberships, subscriptions, etc.

5. Reporting

The County Recycling & Litter Prevention Office agrees to file a copy of their program status reports with the District on forms prescribed by the District (Exhibits #2 - #5). The President of the Board of County Commissioners shall sign the Program Status Report. Only reports filed according to this schedule will be reported to the District Board. Reports are due on the following dates.

<u>Report</u>	<u>Report Due</u>
Activity Report Months 1 - 6	July 31
Activity Report Months 7 - 12	January 31
Financial Report Months 1 - 12	January 31

6. Remittance and Carryover

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 29, 2024. The District will allow a maximum carryover of ten percent (10%) of the total contract amount into the next program year. This money can be used to cover personnel and other expenses related to this contract for the beginning of the following year; to match grants as allowed by the grant program/administrator or for special projects throughout the year. This money does not accumulate from year to year and cannot exceed 10% of the contract amount at any time.

The carryover money must be documented on the end of year report that is submitted to the District. The District will deposit any unused funds into the Refund Account and will be absorbed back into the District's general fund. If the described equipment or machinery set forth in Exhibit #3 is no longer in service for applicable programs, the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement Account for future used by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than those listed in Section V of the District Plan and identified in Exhibit #1, or C) not fulfilling the duties identified in Exhibit #1 and the County Marketing Plan. Termination will occur immediately upon notification of the occurrence of the above-listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide recycling and litter prevention services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a County Recycling & Litter Prevention Office, that it shall first be attempted to be resolved by the District Director and the County Recycling & Litter Prevention Office's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2024 Agreement for Implementation.

CRLPO will submit a 2024 budget and marketing plan no later than January 12, 2024. These documents will outline the intended programs and associated expenses along with a general timeline for implementation for the 2024 program year. A format will be provided by DKMM for the marketing plan.

Program Focus Areas for 2024

Reduce - Reuse Focus should be placed on reducing and reusing waste. Although not limited to, a priority should be given to hazardous waste and latex paint. Buying only what you need would be a focus area as well as purchasing reusable items, secondhand shopping, donating useable items etc.

Hard to Dispose of Items Education based around the proper disposal of items that are more difficult to dispose (mattresses, furniture, Freon containing items, batteries, electronics, plastic bags, etc.). Focus should be placed on disposing of motor oil, latex paint and electronics throughout the year and not holding onto items

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for special collection events.

Working with Largest City/Village Work with the largest city/village officials to build relationships and provide education to residents on curbside programs. This can be done via water bill inserts and/or a direct mailing once a year. Regular contact should be made with municipal officials with the ultimate goal of encouraging more residents to participate in the curbside program and reducing contamination.

Common Elements

- a) Provide annual program budget to the District at the beginning of the program year
- b) Develop an annual marketing plan that addresses how you will meet the following goals for each of the five audiences listed below (format provided by DKMM)
- c) Submit an up-to-date inventory of all DKMM purchased equipment. This should be an ongoing list as an excel spreadsheet that is updated annually
- d) Regularly maintain a website with at least a Comprehensive Resource List and Inventory as outlined in the Plan on page L-3
- e) Be readily available and proactive in identifying opportunities to speak about recycling and waste management programs with a focus on adult audiences
- f) Meet quarterly with your Advisory Council/Board
- g) Provide articles and pictures for District newsletters, website and annual reports
- h) Regularly attend District-CRLPO meetings
- i) Be in attendance at special collection event(s) that your residents are benefiting from
- j) All marketing and educational material must state something similar to "Recycling and Litter Prevention Program funded by the DKMM Solid Waste District" or display the DKMM logo.

Residential Audience

Goal- to increase the amount and quality of participation in recycling programs offered in the District including curbside, drop-off, buy-back and other special recycling events.

- a. Annually conduct and update an Infrastructure Inventory (information on curbside and drop-off locations; composting locations, yard waste collection programs, hauler provided recycling programs, material recovery facilities, recycling centers and scrap yards).
- b. Provide the Infrastructure Inventory to the District and ensure a print version is readily available for residents.
- c. Drop-off Inventory-once a year inventory all drop-off bins and take note of needed bin repairs, signs/stickers and other general site improvements needed and report to the District.
- d. Ensure drop-off sites are clean and safe. Inspect and maintain each site on a regular basis through site hosts, volunteers, adopting groups and yourself. Illegally dumped items and litter should be taken care of within 24 business hours.
- e. Assist with Special Collections and education. Educate residents on proper handling of hazardous waste and how to reduce the need for it throughout the year; work with fair boards to set event dates; disseminate event fliers and event details advertising events; get volunteers to assist the day of events; answer calls related to collection event, (may require special tire instructions); compile survey data as needed. Must be in attendance at event(s) that your residents benefit from.
- f. Promote the use of drop-off and curbside recycling programs as well as outline what is recyclable in each program.
- g. Promote the use of yard waste facilities as well as backyard composting (Don't Bag It).

Commercial Businesses, and Institutions Audience

Goal- incorporate recycling into the operations of as many businesses and institutions, including schools, colleges, and universities as possible by working with Chamber of Commerce, downtown merchant associations, Education Service Centers, etc.

- a) Conduct waste audits at businesses, schools and government institutions and nominate them for a Green Business Award through DKMM.
- b) Distribute and make available on your website "A Guide for Waste Disposal and Recycling for Business".
- c) Engage the assistance of businesses and institutions in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey.
- d) Assist businesses and institutions with implementing new or reworking current recycling programs so they are easily incorporated into daily operations by performing waste audits.
- e) Ensure recycling at all county buildings.
- f) Work with vendors and fair board to develop and implement vendor and public recycling at county fair and other community fairs/festivals.
- g) Promote buying recycled and practice yourself by purchasing supplies made from recycled products when possible.

Communities and Elected Officials Audience

Goal- increase the number of communities that provide and actively promote recycling opportunities for residents.

- a) Annual Curbside Inventory of public education and promotion activities and methods that are utilized by each local government that offers curbside recycling programs.

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- b) Work with a minimum of one community to obtain curbside program participation and performance data.
- c) Identify opportunities to help communities increase the quantity and quality of participation in curbside programs.
- d) Identify and implement activities which will allow local elected officials and other community leaders to become more engaged with public outreach designed to increase awareness of recycling opportunities in their communities (send them newsletter articles or materials to be posted on their websites).
- e) Provide recycling at community events (local festivals etc.) through the development of a clear stream recycling container loan program.

School Age Youth Audience

Goal 1- provide waste reduction, recycling, and waste management education to youth through schools and youth organizations.

Goal 2- work with schools and organizations to create opportunities for youth to participate in practical waste reduction and recycling as part of their everyday routine. (School recycling that is student lead).

Industry Audience

Goal- provide information and technical assistance in response to specific needs and to engage industry in supporting public outreach programs giving the industries public recognition for their efforts and support.

- a) Engage the assistance of industry in reporting recycling and waste reduction activities and the amounts associated with the activities to the District on the Annual Survey
- b) Assist industry with implementing new or reworking current recycling programs so they are easily incorporated into daily operations.
- c) Conduct waste audits at industries and nominate them for a Green Business Award through DKMM.
- d) Distribute and make available the Business Waste Guide.

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Exhibit #2
 Report Cover Page

REPORT DUE: Last Business Day of January

COUNTY: _____

DATE OF REPORT: _____

ITEMS TO BE INCLUDED WITH THE REPORT

- A. Auditors Report dated for the last day of the reporting period
- B. Detailed explanation of expenditures on the Financial Report provided
- C. Itemized listing of purchase orders carried into the following year
- D. Detailed explanation of activities on the Activity Report provided
- E. An up-to-date inventory list
- F. Disposal of Equipment Form as provided (if applicable)

Contract Amount

REVENUE

- 1 Unexpended balance on first day of reporting period _____
- 2 Total DKMM Funds received by end of year including special projects _____
- 3 Miscellaneous Reimbursements (workers comp, refunds) _____
- 4 Total DKMM Funds Available (add lines 1, 2, 3) \$ -

EXPENDITURES (totals from the Financial Report)

- 5 Salaries _____
- 6 Fringe Benefits Paid by DKMM (maximum \$15,000) _____
- 7 Fringe Benefits Paid by County \$ _____
- ** total of lines 8 - 14 must be at least \$12,000
- 8 Contracts _____
- 9 Equipment _____
- 10 Supplies _____
- 11 Advertising _____
- 12 Awards _____
- 13 Travel _____
- 14 Other _____
- 15 Total Expenditures (add lines 5 - 14) \$ -
- 16 Total DKMM Funds Available (line 4 above) \$ -
- 17 Total all Expenditures \$ -
- 18 Total Purchase Orders Carried into next year _____
- 19 *Unencumbered Fund Balance \$ -
- (unencumbered fund balance = total funds - expenditures - purchase orders carried over)
- 20 Allowable Carryover (10% total contract amount) \$ -
- 21 Please list the allowable amount to be carried over (+), or paid back (-)
- 22 If County had to contribute to overspent contract, please list amount _____

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Solid Waste District, were expended in accordance with the guidelines of this Agreement.

Print Name _____
 President, County Commissioners

Signature _____ Date _____

Report prepared by _____ Date _____

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Exhibit # 4
 Activities Report
 (copies will be provided electronically)

County	Name	Reporting Period (6 Mo. OR 12 Mo.)	Year
PROGRAM FOCUS AREA	Reduce-Reuse		
	Date Audience Activity Project Partners # Participants Outcome		
	Hand to Dispose of Items Date Audience Activity Project Partners # Participants Outcome		
RESIDUALS	Working with Largest City/Village Date Audience Activity Project Partners # Participants Outcome		
	Infrastructure Inventory Date Completed		
	Drop-off Inventory Date Completed		
RESIDUALS	Ensure Drop-Off Sites are Clean and Safe Date Activity		
	Special Collections and Education Date Activity Project Partners # Participants Outcome		
	Promote Drop-Off and Curbside Recycling Programs Date Activity Project Partners # Participants Outcome		
	Promote Used Waste Facilities and Declared Composting Date Activity # Participants Project Partners Outcome		
	Conduct Waste Audit/Provide Technical Assistance Date Business Name Activity Outcome		
	Distribute/Make Available Business Waste Guide Date Business Name		
	Engage Businesses in Reporting Recycling Data Annually Date Business Contacted Activity		
COMMERCIAL BUSINESSES & INSTITUTIONS	Work with Fair Boards to Ensure Recycling at County Fairs and Community Events Date Event lbs Collected		
	Promote Buying Recycling & Reuse Yourself Date Activity Project Partners # Participants Outcome		
	Annual Curbside Inventory		
	Work with One Community to Move to Curbside Recycling Date Community Outcome		
	Work with Communities to Increase Quantity and Quality of Curbside Programs Date Community Activity Project Partners # Participants Outcome		
	Implement Activities Allowing Elected Officials and Other Leaders to become More Engaged in Recycling Education With Residents		
COMMUNITIES & ELECTED OFFICIALS	Provide Recycling @ Community Events (see work with fair boards...)		
	Provide Waste Reduction, Recycling, and Waste Management Programming to Youth Date School/Youth Group Activity Project Partners # Participants Outcome		
YOUTH	Work with Schools to Create Opportunities for Youth to Participate in Recycling An Everyday Routine Date School/Youth Group Activity Project Partners # Participants Outcome		
	INDUSTRY	See Commercial Businesses and Institutions	

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Exhibit #5
Disposal of Equipment and Machinery Purchased with District Funds

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

Item no longer needed: _____

Original Purchase Date: _____

Why are you disposing of the item? _____

What is your recommended method for disposal? _____

You must attach an up-to-date inventory sheet with this attachment.

Program Manager: _____ Date: _____

District Director: _____ Date: _____

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

5
RESOLUTION NO. 23-1089

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Commissioner Benton that in the matter of re-organization of the Board of Commissioners that as President of the Board of Commissioners for the year 2024 we appoint Commissioner Merrell. Motion seconded by Commissioner Lewis.

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

6
RESOLUTION NO. 23-1090

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Commissioner Benton, that in the matter of re-organization of the Board of Commissioners that as Vice-President of the Board of Commissioners for the year 2024 we appoint Commissioner Lewis. Motion seconded by Commissioner Merrell.

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

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7

RESOLUTION NO. 23-1091

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2024:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate, only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW, THEREFORE, BE IT RESOLVED that Gary Merrell, Delaware County Commissioner, is designated as the Official Voting Representative of Delaware County;

BE IT FURTHER RESOLVED that Barb Lewis, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

8

RESOLUTION NO. 23-1092

IN THE MATTER OF APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to appoint the following to the following boards and commissions:

Greater Ohio Workforce Board Inc. (GOWBI) (Formerly Area 7 Board)- Gary Merrell

Board of Revision-Jeff Benton

County Commissioners Association of Ohio (CCAO) -All 3 Commissioners

CCAO - Gary Merrell Voting Member /Voting Alternate -Barb Lewis

CCAO/County Employee Benefits Consortium of Ohio (CEBCO) -All 3 Commissioners

CCAO/(CEBCO)- Jeff Benton Board Member

CCAO/County Risk Sharing Authority (CORSA) -All 3 Commissioners

CCAO/CORSA- Gary Merrell representative /board member

CEBCO and CORSA Additional Alternate- Deputy County Administrator Dawn Huston

Central Ohio Youth Center Board (Joint Detention Center) -All 3 Commissioners

Central Ohio Youth Center Board (Joint Detention Center) -Trustee- Jeff Benton, Trustee-Gary Merrell

Community Corrections Planning Board - Barb Lewis

Data Processing Board - Gary Merrell

Delaware Entrepreneurial Center at OWU-Gary Merrell

Delaware County Job and Family Services Community Planning Committee- All 3 Commissioners

DKMM Solid Waste District - All 3 Commissioners

DKMM Solid Waste District Executive Committee - Gary Merrell

DKMM Policy Board -Barb Lewis

DKMM Budget/Audit Committee - Jeff Benton

EMA/LEPC - Barb Lewis

Alternate-Brian Galligher, Executive Director Veterans Service

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Family and Children's First Council – Barb Lewis

Investment Committee –Barb Lewis and Jeff Benton

MORPC-All 3 Commissioners

911 Board-Gary Merrell

911 Board alternate- Jeff Benton

Regional Planning - All 3 Commissioners

Regional Planning Executive Committee – Gary Merrell

Regional Planning Executive Alternate- Jeff Benton

Records Commission – Jeff Benton

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

9

RESOLUTION NO. 23-1093

IN THE MATTER OF APPROVING THE HEALTHY AGING GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE, OHIO AND SOURCEPOINT:

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

WHEREAS, the County Administrator recommends the approval of the Healthy Aging Grant Program Subrecipient Agreement between the Board of Commissioners of Delaware County and SourcePoint;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Healthy Aging Grant Program Subrecipient Agreement between the Board of Commissioners of Delaware County, Ohio and SourcePoint:

SUBRECIPIENT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SOURCEPOINT FOR THE OHIO HEALTHY AGING GRANT

This subrecipient agreement (the “Agreement”) is entered into on December 18, 2023 BY AND between the Delaware County Board of Commissioners (the “County”), located at 91 North Sandusky Street, Delaware, OH 43015, and SourcePoint (“Subrecipient”), an Ohio not-for-profit corporation, located at 800 Cheshire Road, Delaware, OH 43015, individually referred to herein as a “Party” and collectively as the “Parties.”

1. **Purpose:** The County is the recipient of a Healthy Aging Grant (the “Grant”) from the Ohio Department of Aging (“ODA”), pursuant to Ohio Amended Substitute House Bill 33 (135th General Assembly), which funds are to be used solely to support the program(s) outlined in Attachment A of this Agreement. Attachments A, B, C, D, E, and F are an integral part of this Agreement and are considered incorporated fully within this Agreement. Pursuant to Ohio Revised Code (ORC) 307.694 and 307.85, which authorize the expenditure of moneys for the support of senior citizens services or facilities and cooperation with public and nonprofit private agencies and organizations in establishing and operating programs to provide necessary social services to meet the needs of older persons, the County hereby makes a subaward of the Grant to Subrecipient for the purposes authorized in the Grant and as described in Subrecipient’s “Healthy Aging Proposal” attached hereto as Attachment F.

Funding Amount: The amount of funds being awarded to Subrecipient through this Agreement is defined in Attachments A and F of this Agreement.

2. **Funding Source and Certification of Funds:** The original source of funds being awarded to Subrecipient through this Agreement is defined in Attachment A to this Agreement.

Subrecipient agrees the County’s obligations under this Agreement are subject to the County’s actual receipt of the Grant funds from ODA, which is further subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement and the Director of the Ohio Office of Budget and Management has certified the availability of such funds as required by ORC 126.07.

If at any time and without prior notice the Director of ODA informs the County in writing that sufficient funds are no longer available for the purposes of this Agreement, the County shall provide

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written notice to Subrecipient, and Subrecipient shall not obligate additional costs against the subaward or perform program activities and, except for closeout, reporting and audit activities, shall cease all activity associated with the Agreement as of the date of notification.

3. **Grant Period:** Funds may be obligated and spent according to the dates specified in paragraph 5(f) of this Agreement. Subrecipient may not obligate funds prior to the beginning of the approved grant period. Subrecipient may make obligations up to the amount approved for the given period.

This Agreement shall be effective on the last date signed by the Parties (the "Effective Date") and shall expire on October 31, 2024. The obligations of Subrecipient regarding reporting, closeout, and record keeping shall remain in effect until met.

4. **Reporting:** Subrecipient shall submit reports as required in Attachment A of this Agreement.

Subrecipient's failure to submit programmatic and financial reports on time may be the basis for withholding payments, suspension, termination, or denial of continued funding. Subrecipient shall be responsible for the accuracy and completeness of all information contained within technical and financial reports submitted to the County.

5. **Payment:** Funds awarded pursuant to this Agreement will be paid on the advance basis as indicated in Attachment A, to Subrecipient on request made in the format required by the County. Funds may not be requested earlier than the first day of the grant period. Subrecipient shall use the appropriate Request for Funds (RFF) form and submit the requests pursuant to the schedule provided.

- a. Subrecipient understands the County may limit payments pursuant to budgetary requirements, including limitations on available allotment amount or frequency of request. Requests not meeting the budgetary requirements may be returned for revision or updated by the County with communication to Subrecipient, in the sole discretion of the County. The County will provide Subrecipient notice documenting the areas requiring revision or update and will outline the requirements necessary for payment.

If Subrecipient does not perform any of its obligations under this Agreement, the County will provide Subrecipient with notice documenting the areas requiring remediation. Subrecipient shall provide the County a written corrective action plan detailing the timeline for deficiency correction and specific steps to correct the deficiency. The County, in its sole discretion, may delay payment pending corrective action or if Subrecipient fails to satisfy the corrective action plan in a timely manner.

- b. If the RFF due date falls on a Saturday, Sunday, or County designated holiday, the report shall be due the following business day.
- c. The completed RFF with all required Subrecipient signatures shall be submitted to the County, attention Justin Nahvi, Director of Finance, at jnahvi@co.delaware.oh.us.
- d. Subrecipient shall submit a final RFF form with a trial balance for the grant period with all balance sheets and income statement accounts as backup documentation no later than October 24, 2024.

The final RFF form shall include supplemental worksheets supporting the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets shall include identification of the account codes and a detailed crosswalk to permit backup documentation to be linked to the figures on the final RFF form. Submission of this documentation does not preclude the County from requesting Subrecipient to demonstrate the process used to develop the reported figures. In the event of early termination, Subrecipient shall submit the final RFF within thirty (30) days after the effective date of the early termination.

- e. By accepting funds under this Agreement, Subrecipient agrees to comply with all applicable provisions of Section 209.30 Healthy Aging Grants of Ohio Amended Substitute House Bill 33 (135th General Assembly); the American Rescue Plan Act P.L. 117-2 (ARPA) including, but not limited to, section 9901 Coronavirus State and Local Fiscal Recovery Funds of P.L. 117-2 (March 11, 2021); 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds; and guidance issued by the U.S. Department of the Treasury regarding the foregoing, including restrictions on use that apply to each of the eligible use categories. In addition, Subrecipient certifies that it shall comply with all applicable requirements contained in the Terms and Conditions attached hereto and incorporated herein as Attachment E. Recipient acknowledges and agrees that any funds provided under this Agreement not spent in accordance with the intent and purpose of this Agreement shall be returned in full to the County.

- f. Subrecipient agrees that any disbursement of funds must be OBLIGATED or EXPENDED for eligible uses between the Effective Date and June 30, 2024. Subrecipient agrees that all funds, including any further disbursement(s) must be EXPENDED for eligible uses by September 30, 2024. All reports, documentation, and remaining funds shall be returned to the County no later than the close of business on October 24, 2024. Subrecipient agrees to meet performance requirements. Subrecipient shall return any remaining funds if at least fifty

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percent (50%) of the funds is not OBLIGATED or EXPENDED by March 31, 2024, as submitted in a quarterly report filed by April 10, 2024, and subject to the discretion of the County. Subrecipient acknowledges and agrees that funding under this Agreement and Subrecipient's use of funds provided under this Agreement is subject to recoupment by the U.S. Department of Treasury and/or ODA and/or the County for Subrecipient's failure to use funds in strict compliance with the requirements of ARPA, U.S. Department of Treasury's regulations and guidance, and all other applicable federal, state and local laws, rules, regulations, executive orders or guidance governing the funds provided under this Agreement. The provisions of this section do not prohibit the County from exercising any other rights or remedies available to it under federal or state law. If funds are returned to the County, Subrecipient shall indicate the source and program period of those funds. Funds shall be returned by Automated Clearing House (ACH) pursuant to instructions from the County or by check payable to the "Delaware County, Ohio" and mailed to the following address:

Delaware County, Ohio
Attn: Justin Nahvi
91 N. Sandusky Street
Delaware, OH 43015

6. Core Assurances for this Agreement:

Subrecipient, as consideration for award of this Agreement from the County, hereby agrees to all the following standard assurances and requirements:

Subrecipient:

- a. Shall comply with all applicable policies and procedures and all applicable local, state and federal laws, rules, regulations and executive orders governing the use of the funds awarded through this Agreement.
- b. Except as otherwise required by federal law, agrees all expenses charged or allocated to the Grant shall be reasonable, allowable and allocable to this Grant, as those terms are defined by the United States Office of Management and Budget (OMB) for purposes of the federal grants awarded by the United States government.
- c. Agrees all expenses incurred or allocated under this Agreement shall be supported by appropriate and sufficient supporting documentation, including but not limited to, worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with recipient's established procurement procedures.
- d. Shall maintain all records relating to costs and work performed, including but not limited to supporting documentation, in the same manner as required by recipients of the United States government; the American Rescue Plan Act (ARPA) P.L. 117-2 (March 11, 2021), including but not limited to section 9901 Coronavirus State and Local Fiscal Recovery Funds; U.S. Department of Treasury regulations implementing ARPA (including but not limited to 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds); and guidance regarding the eligible uses of funds. All records shall be maintained during the grant period and for five (5) years after all funds have been expended or returned to Treasury by ODA, whichever is later. Subrecipient shall make all records available in a timely manner for unrestricted review or audit by the County and/or the State of Ohio, the federal awarding agency, Federal Comptroller General, Federal Inspectors General, or duly authorized law enforcement officials, or any of their duly authorized representatives in accordance with 2 CFR 200.337. If a review or audit is initiated before the expiration of the retention period, Subrecipient shall retain all records until notified pursuant to 2 CFR 200.334 (b). Subrecipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records. Subrecipient shall comply with all applicable provisions of 2 CFR 200 Subpart F.
- e. Subrecipient recognizes and agrees this Agreement, and any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Such records shall be made freely available to the public unless the County or ODA determine, pursuant to state or federal law, such materials are confidential and or otherwise exempt from disclosure. Subrecipient shall comply with any direction from the County or ODA or other agency with requisite legal authority to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information if so ordered.
- f. Shall establish, maintain, and provide to the County such statistical and/or program reports as are required by the laws, regulations, and policies of the United States government, the State of Ohio and/or ODA, and in the manner specified by ODA;

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- g. Shall comply with ODA grant closeout procedures, including requirements to return excess funds or disallowed costs as part of the final RFF submission, monitoring findings or audit conducted by federal or state auditors;
- h. Shall comply with single audit requirements found at [2 CFR Part 200 Subpart F](#).
- i. Agrees neither Subrecipient nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of Subrecipient or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person. Subrecipient further agrees that neither Subrecipient nor any provider, beneficiary, subcontractor or subrecipient, shall 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 (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and federal law. Subrecipient shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. Subrecipient shall adopt a written non-discrimination policy which shall be distributed to each of Subrecipient's providers, beneficiary, subcontractors and/or subrecipients. Subrecipient agrees to comply with the requirements contained in Attachment E to this Agreement. To the extent the terms contained in Attachment E conflict with the provisions of this section, the language contained in Attachment E shall prevail.

Subrecipient agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in Attachment E to this Agreement, and agrees to comply with and incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964, as amended, and its regulations between Subrecipient and Subrecipient's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88- 352); 42 USC 2000d-1 *et seq.* and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 *et seq.*, and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 *et seq.*, and the Department implementing regulations at 31 CFR part 23.

- j. Certifies Subrecipient understands federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. Subrecipient certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Subrecipient shall immediately disclose in writing to the County any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the County determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest;
- k. Shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal drugs or

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alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property;

- l. Shall notify the County, in the event a legal action is initiated by a consumer or other third-party against Subrecipient and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action;
- m. Shall comply with the Trafficking Victims Protection Act in all respects;
- n. Certifies it is not subject to an “unresolved” finding for recovery as outlined in ORC9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and Subrecipient shall immediately repay any and all funds received under the Agreement;
- o. Affirms pursuant to ORC 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;
- p. Shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of the County. Any assignment or delegation not consented to by the County may be deemed void;
- q. Certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;
- r. Subrecipient certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers’ compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers’ compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient on the performance of the work authorized by this Agreement. Subrecipient agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of the County by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from the County to any public employee retirement system as a result of this Agreement;
- s. Subrecipient certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;
- t. Covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and
- u. Covenants that it has made no false statements in the process of obtaining a grant of funds but if it has, shall be required to return all funds immediately. Federal Grant Specific Provisions

7. Federal Grant Specific Provision

Subrecipient shall also comply with the following specific provisions:

- a. HHS Grants Policy Statement: To the extent applicable, based on the purpose and funds awarded under this Agreement, this Agreement is subject to the requirements of the U.S. Department of Health and Human Services ([HHS Grants Policy Statement](#) ([HHS GPS](#))).
- b. Compliance with Uniform Guidance: Subrecipient shall comply with all applicable requirements contained in 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and/or as adopted by the Federal Awarding Agency identified in Attachment A to this Agreement and all applicable appendices. This shall include but not be limited to, 2 CFR 200.337 (45 CFR 75.335) and all applicable provisions contained in Appendix II to 2 CFR Part 200 (45 CFR Part 75).
- c. United States v. Windsor: In the provision of services funded through this subaward, Subrecipient shall recognize the validity of any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes same-sex marriages, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Accordingly, Subrecipients must review and revise, as needed, any policies

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and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, or regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described in this paragraph.

- d. SAM/UEI Requirements: Subrecipient shall update and maintain its annual registration with the Federal System for Award Management (SAM), and shall ensure its SAM registration and UEI information are both current, throughout the term of this Agreement.
- e. Salary Limitations: Any applicable statutory or regulatory requirements, including 2 CFR Part 200 (45 CFR Part 75), directly apply to this Agreement apart from any coverage in the HHS GPS. Subrecipient shall not use funds awarded through this Agreement to pay the salary of an individual at a rate in excess of Executive Level II.
- f. Gun Control: None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- g. Restriction on Distribution of Sterile Needles: No funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- h. Blocking Access to Pornography: None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this paragraph shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- i. Never Contract with the Enemy: Recipients receiving funds covered by 2 CFR Part 183 shall comply with all applicable requirements of 2 CFR part 183 and hereby certify they will not directly or indirectly provide funds (including goods and services) received under a covered grant to restricted or prohibited persons or entities and have exercised due diligence to ensure no funds (including goods and services) received under a covered grant will be provided directly or indirectly to restricted persons or entities. Recipients of covered funds shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VII of the NDAA for FY 2015, unless the federal awarding agency provides written approval to continue the subaward or contract. The County may terminate or void this Agreement, in whole or in part, if it, ODA, or the federal awarding agency becomes aware that Subrecipient failed to exercise due diligence as required by 2 CFR Part 183; or if the County, ODA or the federal awarding agency becomes aware that any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the United States Armed Forces are actively engaged in hostilities. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement.
- j. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Subrecipient shall comply with all applicable requirements contained in [2 CFR 200.216](#) regarding obligation or expenditure of funds appropriated under this Agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as defined by 2 CFR 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- k. Domestic Preference for Procurement: To the extent consistent with law, Subrecipient shall, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States as defined by 2 CFR 200.322. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement. Subrecipient shall comply with all applicable requirements contained in 2 CFR 200.322
- l. Statutory and National Policy Requirements: Subrecipient shall ensure that all grant funds received under this Agreement are expended and associated programs are implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to: those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination in compliance with the requirements of 2 CFR 200.300.
- m. Change in Key Personnel: Subrecipient shall comply with 2 CFR 200.308, which requires recipients of federal funds to request approval from the grantor for a number of changes

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related to the grant, including a change in key personnel identified in the application for federal funds or in the grant award. Change in key personnel includes replacement or change in status, such as an absence for any continuous period of three (3) months or more, or reduction of time devoted to the project by twenty-five (25) percent or more from the level in the approved application.

- n. Lobbying: Subrecipient is subject to the restrictions on lobbying set forth in 31 USC 1352 and 31 CFR Part 21. By signing this Agreement, Subrecipient certifies, to the best of its knowledge and belief that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. Subrecipient shall require that the language of this section be included in the award documents for all lower-tiered subgrant agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all lower-tiered subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which reliance was placed when this Agreement was entered into by the County. This certification is a prerequisite for making or entering into this Agreement and is imposed by 31 USC 1352 and 31 CFR Part 21. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- o. Rights to Inventions: If this agreement meets the definition of "funding agreement" under 37 CFR 401.2(a) for the performance of experimental, developmental or research work and Subrecipient is a small business firm or nonprofit organization, Subrecipient shall comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Federal Agency identified as the Federal Awarding Agency in Attachment A.
- p. Stevens Amendment: Subrecipient shall comply with the Stevens amendment in all respects and shall include the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other supported publications and forums describing projects or programs funded in whole or in part with funding provided under this Agreement: "This project [is being] [was] supported, in whole or in part, by a federal award to the Ohio Department of Aging by the U.S. Department of the Treasury. The Governor and General Assembly further approved the use of these funds for Healthy Aging Grants through H.B. 33."

8. Miscellaneous Provisions:

- a. Governing Law: This Agreement shall be governed by the laws of the State of Ohio as to all matters, including matters of validity, construction, effect, and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Delaware County Ohio, and Subrecipient hereby irrevocably consents to such jurisdiction.
- b. Entire Agreement: This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed on in writing and signed by both Parties, or unless otherwise required by law.
- c. Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- d. Attachments: All Attachments and Exhibits referenced herein are hereby incorporated into this Agreement.

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- e. Binding Effect: Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding on and inure to the benefit of the respective successors and assigns of the County and Subrecipient.
- f. Debarment: By signing this Agreement, Subrecipient certifies and warrants to the County that, to the best of Subrecipient's knowledge and belief, Subrecipient and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency and are not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) "Debarment and Suspension";
 - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (2) of this certification; and
 - iv. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If this certification and warranty is found to be false, this Agreement is void *ab initio*, and Subrecipient shall immediately repay any funds paid under this Agreement.

- g. Executive Orders: Recipient affirms, understands, and will abide by the requirements of [Executive Order 2019-12D](#) and [Executive Order 2022-02D](#), and both the Subrecipient and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in Attachment B.
- h. Confidentiality of Information: Subrecipient shall not use any information, systems, or records made available to Subrecipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, Subrecipient specifically agrees to be bound by the same standards of confidentiality that apply to the employees of the County and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by Subrecipient for the work under this Agreement. Subrecipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. Subrecipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered recipients. To the extent the federal requirements apply to this Agreement, Subrecipient agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), Subrecipient shall adhere to [the NIST Cybersecurity Framework](#) to help ensure the security of any system used or developed by Subrecipient. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), Subrecipient shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

- i. Whistleblower Provisions: The terms of 48 CFR 3.908 apply to this Agreement. Subrecipient shall not discharge, demote, discipline or otherwise discriminate against any employee of Subrecipient as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of ODA or any employees of ODA or the State of Ohio or any of its political subdivisions, including Delaware County, who are responsible to investigate, discover or address misconduct by the Subrecipient and its staff. Subrecipient shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.
- j. Records: Subrecipient agrees compliance to submit program and financial information is critical to this Agreement. Therefore, Subrecipient shall provide such information as requested by the County within ten (10) business days of receipt of the request and that failure to comply with this provision could result in immediate suspension of payments or termination of this Agreement. Legible

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electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.

- k. Environmental: Recipient shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). Recipient shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.
- l. EEO: Subrecipient shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.
- m. ADA: Subrecipient shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).
- n. Force Majeure: Neither Party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either Party cannot perform any part of its obligations under this Agreement because of force majeure, that Party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that Party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a Party is unable to perform those above-referenced obligations, it must also do the following:

- i. Promptly notify the other Party, in writing, of any material delay in performance due to a specified force majeure event;
- ii. Provide detailed information of the force majeure event; and,
- iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

9. Termination:

- a. Either Party may terminate this Agreement without cause by providing the other Party with thirty (30) days prior written notice of termination. The County shall not be liable for any withdrawal close-out costs that are borne by Subrecipient. Subrecipient shall have thirty (30) days to return all unused grant funds.
- b. The County may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or on discovery of noncompliance with any term of this Agreement or any federal or state law, rule, executive order, or regulation governing the acts of Subrecipient under this Agreement, including failure to effectuate the program goals or agency priorities, as determined in accordance with 2 CFR 200.340. In the event of termination pursuant to this paragraph, the County shall send a written notice of termination specifying the reason therefor to Subrecipient as soon as possible after the County becomes aware of the need for termination. Subrecipient's breach or violation of the terms of this Agreement may result in imposition of administrative, contractual or legal remedies, including sanctions and penalties as appropriate and/or provided by law.
- c. A failure on the part of the County to insist on strict performance, to seek a remedy of any one of the terms and conditions of this Agreement, or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute, nor be construed as, a waiver or relinquishment for the future of such term, condition right, remedy, or election. All rights or remedies of either Party specified in this Agreement and all other rights or remedies that either Party may have at law, in equity or otherwise shall be distinct, separate, cumulative rights or remedies that either Party may have at law, in equity, or otherwise.
- d. The notice required to be given under subparagraphs a. or b. of this section shall either be hand delivered, or sent by the United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:

- i. County: Delaware County Board of Commissioners
Attention: Director of Finance 91
N. Sandusky Street

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Delaware, Ohio 43015

- ii. Subrecipient: SourcePoint
Attention: Executive Director
800 Cheshire Road
Delaware, Ohio 43015

10. **Amendment:** This Agreement may be amended, provided that any such amendment is in writing and signed by both Parties. It is agreed, however, that any amendment to the laws, rules, regulations, or policies cited or referenced herein will result in a correlative modification of this Agreement, without the necessity for executing a written amendment.

Attachment A – Grant Award Specific Provisions

This Attachment to the Agreement specifies provisions for the grant award unique to the specific program awarded to Subrecipient and is an integral part of the Agreement.

Award Amount

Subrecipient shall receive the disbursement of the Healthy Aging Grant funds after full execution of this Agreement and submission of an RFF.

Subrecipient will not be required to contribute non-federal support to this project.

Purpose

Established through [House Bill 33 of the 135th General Assembly, ALI 490678](#) will be used by ODA to provide grants to address social determinants of health and to foster improved quality of life for older Ohioans so they may remain in their homes and be connected to their communities, preserve their personal assets, and promote a healthy, independent, active lifestyle. Healthy Aging Grants provide expansion of evidence-informed/evidence-based programs and services in alignment with [Ohio's 2023-2026 State Plan on Aging](#) (SPOA).

Moreover, these grant funds will be leveraged to aid households and local communities' recovery from the most recent COVID-19 pandemic and public health emergency, including supporting older Ohioans disproportionately impacted, many of whom continue to struggle with health and economic consequences. Healthy Aging Grants resolve to address the longstanding health and economic disparities, which amplified the impact of the pandemic in many of Ohio's counties.

Subrecipient shall use these funds solely to address social determinants of health and support the listed program activities and objectives. This section outlines allowable services and service requirements for using Healthy Aging Grants fund awarded from The U.S. Department of the Treasury.

Scope of Work and Deliverables

Subrecipient shall provide services to older Ohioans most impacted or disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts.

- “Impacted” older adults are those Ohioans impacted by the COVID-19 virus itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.
- “Disproportionately impacted” older adults are those Ohioans that experienced disproportionate public health or economic outcomes from the pandemic. In many cases, preexisting disparities amplified the impacts of the pandemic, causing more severe impacts in underserved communities.

While the Subrecipient may self-identify at-risk older Ohioans residing in their service area, the Subrecipient is highly encouraged to direct services to the following priority populations:

- Low-or-moderate income older Ohioans (income at or below [300 percent of the Federal Poverty Guidelines](#) or income at or below 65 percent of the area median income for the county and size of household based on the most recently published data);
- Unemployed older adults;
- Older adults experiencing increased food or housing insecurity; and/or,
- Other priority populations as identified in the SPOA (page 16).

Grant funds shall be utilized to provide those services as permitted by the U.S. Department of the Treasury [Final Rule \(31 CFR Part 35\)](#) and approved by ODA.

Subrecipient shall allocate a portion of funding received to the following services:

- At least twenty percent (20%) of total allocation to support food assistance services, including:
 - Nutrition strategies included in the SPOA (page 103);
 - Senior nutrition programs, such as home-delivered meals; and/or,

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- Assistance in accessing and/or applying for public benefits or services, such as the Supplemental Nutrition Assistance Program (SNAP).
- At least twenty percent (20%) of total allocation to support housing assistance, services, including:
 - Housing quality and affordability strategies included in the SPOA (page 101);
 - Programs and services to support long-term housing security, such as rental/mortgage assistance, utility assistance, counseling, and legal aid to prevent homelessness and eviction;
 - Home repair and/or home weatherization, such as home modifications to improve an older adult's mobility and safety within their residence;
 - Air quality improvement, including maintenance and improvements to residential filtration and indoor heating, ventilation, and air conditioning (HVAC) systems;
 - Programs or services to support long-term housing security; and/or,
 - Assistance in accessing and/or applying for public benefits or services, such as Home Energy Assistance Program (HEAP).
- At least ten percent (10%) of total allocation to support internet access and digital literacy services, such as programs to support social connectedness and the preservation of independence included in the SPOA.

Subrecipient may allocate the remaining funds to provide evidence-based/evidence-informed services as permitted by the U.S. Department of the Treasury [Final Rule \(31 CFR Part 35\)](#) that are in alignment with the SPOA to address social determinants of health for older Ohioans, including:

- Community conditions, including strategies to improve:
 - Financial stability (SPOA page 100);
 - Housing quality and affordability (SPOA page 101); and/or,
 - Transportation (SPOA page 102);
- Healthy living, including strategies to improve:
 - Nutrition (SPOA page 103); and/or,
 - Physical activity (SPOA page 104);
 - Access to care, including strategies to improve: Health insurance enrollment, including outreach and advocacy (SPOA page 105); and/or,
 - Family caregiver supports (SPOA pages 107 - 108);
- Social Connectedness, including strategies to improve:
 - Social inclusion (SPOA page 109); and/or,
 - Volunteerism (SPOA page 110);
- Population Health, including strategies to reduce:
 - Cognitive difficulty (SPOA page 111);
 - Hypertension (SPOA page 112); and/or,
 - Depression (SPOA page 113); and/or,
- Preserving Independence, including strategies to improve:
 - Chronic pain management (SPOA page 114); and/or,
 - Falls risk and mobility (SPOA page 115).

Capital Expenditure Restriction

Subrecipient may not use funds for capital expenditures. Additions, improvements, modifications, replacements, rearrangements, reinstallation, renovations, or alterations to capital assets that materially increase their value or useful life are not permitted.

Ordinary repairs and maintenance to a home environment that are directly related to reducing the risk of falling and improving the general safety, accessibility, and functional abilities of an older adult are permitted.

Ordinary repairs and maintenance include, but are not limited to, repairs and/or maintenance of:

- Home exteriors, such as adding exterior lighting, correcting safety hazards, installing ramps or handrails, and/or fixing uneven pathways;
- Home interiors, such as installing railings and/or grab bars and repairing flooring transitions and electrical outlets;
- Residential HVAC systems; and/or
- Residential roofs.

Subrecipient shall be aware that repair and maintenance work may prompt or require an environmental review and/or require permits or inspection from local and/or state governing agencies. Subrecipient shall require that all work funded by this Agreement be completed in compliance with local and/or state building codes and residential and environmental laws, rules, and regulations.

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Matching Requirements

Subrecipient will or will not (check one) be required to provide matching funds for the purposes of this grant agreement.

Funding Source

The original source of these funds being awarded to Recipient through this agreement is: Awarding Agency: U.S. Department of Treasury/State of Ohio
 Pass-through Entity: Ohio Department of Aging Program Name: Healthy Aging Grants
 Grant Funding Source: Federal State Other

Funding Request Type

The funding methodology for requesting funds is:
 Advance Reimbursement

Reporting Requirements

Subrecipient shall submit programmatic and financial reports to the County in a timely manner sufficient for the County to meet its reporting requirements under this Agreement to ODA as follows:

Report	Reporting Period	Report Due (on/before)
1	10/1/2023 – 12/31/2023	1/10/2024
2	10/1/2023 – 3/31/2024	4/10/2024
3	10/1/2023 – 6/30/2024	7/10/2024
4	10/1/2023 – 9/30/2024	10/10/2024
Final	10/1/2023 – 9/30/2024	10/31/2024

Subrecipient shall utilize the Healthy Aging Grants Report Template (Attachment C) to complete and submit a report.

Subrecipient shall utilize the Healthy Aging Grants RFF Template (Attachment D) to complete and submit any Request for Funds Forms (RFF) and final RFF report.

The County shall submit all reports to ODA.

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

BE IT FURTHER RESOLVED that the Board of Commissioners approves requisition R2305432 to be converted into a purchase order.

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

**10
RESOLUTION NO. 23-1094**

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY, APPROVING A SUPPLEMENTAL APPROPRIATION AND A REVISED REVENUE ESTIMATE:

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

New Organization Key		
22616110	2023 Election Security Grant	
Supplemental Appropriations		
22616110-5201	2023 Election Security Grant/Gen Supplies & Equip <1,000	10,000.00
Revised Revenue Estimate		
22616110-4509	2023 Election Security Grant/Federal Grants A	10,000.00

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

**11
RESOLUTION NO. 23-1095**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF FUNDS RELATING TO UNCLAIMED MONIES:

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

Supplemental Appropriations		
10110107-5801	Unclaimed Monies/Cash Transfers	4,314.74
Transfer of Funds		
From:	To:	
10110107-5801	10011102-4601	30,814.74
Unclaimed Monies/Cash Transfers	Commissioners General/Interfund Revenues	

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

**12
RESOLUTION NO. 23-1096**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PARALLEL TECHNOLOGIES, INC., FOR MITEL SUPPORT AND SOFTWARE ASSURANCE:

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

WHEREAS, the Director of Facilities recommends approval of an agreement by and between the Delaware County Board of Commissioners and Parallel Technologies, Inc. for Mitel Support and Software Assurance;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement by and between the Delaware County Board of Commissioners and Parallel Technologies, Inc., for Mitel Support and Software Assurance:

**SERVICES AGREEMENT
Mitel Support and Software Assurance**

This Agreement is made and entered into on December 18, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and Parallel Technologies, Inc., 4868 Blazer Parkway, Dublin, Ohio 43017 (the “Contractor”), (hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide technical support, hardware replacement, software upgrades, and training services for the County’s telephone system and related equipment (the “Services”) in accordance with, and as further described in, the Contractor’s Mitel Support & Software Assurance Agreement attached hereto as Exhibit A and, by this reference, fully incorporated herein.
- 1.2 The Contractor 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.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 Total compensation under this Agreement shall not exceed Forty-Seven Thousand Three Hundred Thirty One Dollars and Sixty Two Cents (\$47,331.62) without subsequent modification in writing signed by both Parties.

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- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in the Proposal.

5 NOTICES

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

6 PAYMENT

- 6.1 Compensation shall be paid promptly upon execution of this Agreement, in accordance with Exhibit A.
- 6.2 Upon the Director's request, the Contractor shall submit an invoice on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided.

7 TERM

- 7.1 The Contractor shall commence Services upon written direction from the Director, and the term of this Agreement shall be one (1) year

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

9 INDEMNIFICATION

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

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

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- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 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.
- 11.4 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.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 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.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <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.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

Contractor certifies that it has a written affirmative action program for employment and effectively

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utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

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

**13
RESOLUTION NO. 23-1097**

IN THE MATTER OF AWARDING A BID TO AND APPROVING A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC. FOR 2024 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, sealed bids for the 2024 Calcium Nitrate Chemical Supply Contract were received at the Office of the Delaware County Sanitary Engineer at 11:00 a.m. Friday, December 1, 2023; and

WHEREAS, two (2) bids were received, and the lowest and best bid received was from Evoqua Water Technologies, LLC; and

WHEREAS, the Sanitary Engineer recommends awarding a contract to Evoqua Water Technologies, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby awards the bid for the 2024 Calcium Nitrate Chemical Supply Contract to Evoqua Water Technologies, LLC, authorizes the Sanitary Engineer to prepare the necessary Notice of Award and contract documents, and approves the following contract with Evoqua Water Technologies, LLC:

2024 CALCIUM NITRATE CHEMICAL SUPPLY CONTRACT

This Agreement is made and entered into on December 18, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Evoqua Water Technologies LLC (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide and deliver calcium nitrate (the “Services”) in accordance with the Invitation to Bid and Specifications for 2024 Calcium Nitrate Chemical Supply Contract (the “Bid Documents”), which are by this reference fully incorporated herein.

2 SUPERVISION OF WORK

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

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in Contractor’s Bid.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served on the Parties to the attention of the persons listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:
Name: Julie McGill
Address: 1610 State Route 521, Delaware, OH 43015
Telephone: (740) 833-2240
Email: jmcgill@co.delaware.oh.us

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Contractor:

Name of Principal in Charge: Thomas R. Wilson, P.E.

Address of Firm: 2650 Tallevast Road

City, State, Zip: Sarasota, FL 34243

Telephone: (941) 359-7930

Email: municipalservices@evoqua.com

6 PAYMENT

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

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 7.3 This Agreement shall expire on December 31, 2024, with the option to extend the length of the Agreement for up to two (2) additional one (1) year terms if mutually agreed in a writing signed by both County and Contractor.

8 INDEMNIFICATION

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

9 INSURANCE

- 9.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.

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

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <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.
- 10.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 10.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of

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the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

**14
RESOLUTION NO. 23-1098**

IN THE MATTER OF APPROVING A DECREASE OF APPROPRIATION, SUPPLEMENTAL APPROPRIATION, ADVANCE OF CASH AND A REVENUE ESTIMATE REVISION FOR THE REGIONAL SEWER DISTRICT:

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

Decrease Appropriation		
66711900-5410	Capital Development/Bldg & Improve > \$25,000	\$17,278.57
Supplemental Appropriation		
44911445-5410	Evans Farm Commercial TIF/Bldg & Improve \$25,000	\$17,278.57
Advance of Cash:		
From:	To:	
66711900-8500	44911445-8400	\$17,278.57
Revenue Estimate Revision		
44911445-4107	Evans Farm Commercial TIF/Payment in Lieu of Taxes	\$17,278.57

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

**15
RESOLUTION NO. 23-1099**

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE REGIONAL SEWER DISTRICT:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Card 1:	
Appointing Authority:	County Commissioners
Office/Department:	Regional Sewer District

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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

Name on Card: Michelle Gray
 Department Coordinator: Gina DeWitt

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

**16
RESOLUTION NO. 23-1100**

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR 4910 RUTHERFORD ROAD COMMON ACCESS DRIVE AND NORTHSTAR SECTION 1 GOLF COURSE, LOT 741, DIVISION 1:

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

WHEREAS, 4910 Rutherford Road, LLC, has submitted the plat of subdivision for 4910 Rutherford Road Common Access Drive, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Northstar Land Development, Inc., has submitted the plat of subdivision for Northstar Section 1 Golf Course, Lot 741, Division 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for 4910 Rutherford Road Common Access Drive and the plat of subdivision for Northstar Section 1 Golf Course, Lot 741, Division 1:

4910 Rutherford Road Common Access Drive:

Situated in the State of Ohio, County of Delaware, township of Concord, section 2, township 3, range 19, farm lots 9 & 10, United States Military Lands, being 9.885 acres of land all out of that original tract conveyed to 4910 Rutherford Road LLC, of record in official record 1370, page 1675, Recorder’s Office , Delaware County, Ohio. Cost: \$9.00 (*\$3.00 per buildable lot*)

Northstar Section 1 Golf Course, Lot 741, Division 1:

Situated in the State of Ohio, County of Delaware, township of Berkshire, located in Farm Lots 1 (41.669 acres), 2 (115.226 acres) and 3 (112.315 acres), quarter township 2, township 4, range 17 of the United States Military Lands, containing 269.210 acres of land, more or less, said 269.210 acres being part of Lot 741 of the subdivision entitled “Northstar Section 1 Golf Course” of record in official record 822, page 2863, all references being those of the Recorder’s Office, Delaware County, Ohio. Cost: \$6.00 (*\$3.00 per buildable lot*)

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

**17
RESOLUTION NO. 23-1101**

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE SURETY FOR CLARKSHAW MOORS SECTION 5;

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads Clarkshaw Moors Section 5 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

Clarkshaw Moors Section 5:

- An addition of 0.385 mile to township road number 1717, Whitestone Trace
- An addition of 0.133 mile to township road number 1789, Shadowfair Lane
- An addition of 0.174 mile to township road number 1806, Windkeep Lane
- An addition of 0.121 mile to township road number 1881, Moors Edge Lane

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

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WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On township road number 1717, Whitestone Trace, at its intersection with township road 1789, Shadowfair Lane
- On township road number 1806, Windkeep Lane , at its intersection with township road number 1717, Whitestone Trace
- On township road number 1881, Moors Edge Lane, at its intersection with township road number 1717, Whitestone Trace

WHEREAS, the Engineer requests approval to return the cash being held as maintenance surety to Rockford Homes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases the maintenance surety in accordance with the Engineer’s recommendations stated herein.

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

**18
RESOLUTION NO. 23-1102**

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:

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
UT2023-0208	FRONTIER	CLARK SHAW RD	ROAD BORE AND FIBER OPTICS
UT2023-0209	FRONTIER	CLARK SHAW RD #2	ROAD BORE AND FIBER OPTICS
UT2023-0210	FRONTIER	W ORANGE RD	REPLACING POLES
UT2023-0211	SPECTRUM	TRENTON RD	BURY CABLE
UT2023-0212	CHILLICOTHE TELEPHONE	MOORE RD	FIBER OPTICS

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

**19
RESOLUTION NO. 23-1103**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COMPASS INFRASTRUCTURE GROUP FOR THE PROJECT KNOWN AS DEL-CR17-0.25- HARLEM AND FANCHER ROAD IMPROVEMENTS:

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

WHEREAS, section 305.15 of the Revised Code provides that a board of commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing services for the project known as DEL-CR17-0.25- Harlem and Fancher Road Improvements; and

WHEREAS, the County Engineer has selected the consulting firm of Compass Infrastructure Group, through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into contract with said firm;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Professional Services Agreement:

**PROFESSIONAL SERVICES AGREEMENT
DEL-CR17-0.25 ~ Harlem and Fancher Road Improvements
Contract #E2309**

This Agreement is made and entered into this 18th day of December, 2023, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio

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43015 (“County”), and **Compass Infrastructure Group**, 2800 Corporate Exchange Drive, Suite 100, Columbus, Ohio 43231, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Harlem and Fancher Road Improvements (DEL-CR17-0.25, PID 2309), consisting of a single-lane modern roundabout with lighting and drainage improvements at the intersection of Harlem and Fancher Roads, with such professional design services including the preparation of construction and right of way plans (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 shall be more fully described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:
- 1.3.1 Scope of Services last revised: November 27, 2023
- 1.3.2 Scope Narrative last revised: November 27, 2023
- 1.3.3 Compass Scope and Fee Proposal_R1 last revised: November 17, 2023

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes in writing, 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 Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all Services described in the Scope and Fee Proposal as “Authorized Fee,” the lump sum fee shall be **\$233,204.00**.
- b. For all Services described in the Scope of Services and Fee Proposal as “If Authorized,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$34,981.00**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$268,185.00** without a subsequent written modification signed by both Parties.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail on the individuals listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Delaware County Engineer
Attn: Tiffany A. Jenkins, P.E.

Address: 1610 State Route 521, P.O. Box 8006, Delaware, Ohio 43015

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Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Compass Infrastructure Group
James Hamilton, P.E.

Address of Firm: 2800 Corporate Exchange Drive, Suite 100

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-790-0497

Email: jhamilton@compassinf.com

6 PAYMENT

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

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services by June 1, 2025.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of 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 take effect unless and until approved in a writing signed by both Parties.

10 OWNERSHIP

- 10.1 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.
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

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- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 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 in performance of the services hereunder.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 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.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: 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 prior express written consent of County.
- 14.2 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 or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 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.
- 14.4 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.

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- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 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 Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the 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.
- 14.10 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.
- 14.11 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 work to which the Agreement 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.

Vote on Motion

Mrs. Lewis Aye

Mr. Benton Aye

Mr. Merrell Aye

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20

RESOLUTION NO. 23-1104

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct highway improvements to Cheshire Road, known as Project ID: DEL-CR72-2.50, by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Cheshire Road in Delaware County, Ohio (the “Improvement”); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value (“FMV”) for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the “quick take” procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Michael Grandominico	45-WD	\$5,030.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs legal counsel to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

21

RESOLUTION NO. 23-1105

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE WEBSTER ARNOLD WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the County Engineer has prepared, and recommends approval of, the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Webster Arnold Watershed Drainage Improvement Project;

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

Section 1. The Board hereby approves the plans, specifications and estimate for the project known as the Webster Arnold Watershed Drainage Improvement Project.

Section 2. The Board hereby authorizes the County Engineer to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

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Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, January 30, 2024 at which time they will be publicly received and read aloud, for the project known as:

**O.R.C. 6131 Drainage Improvement Project
Webster Arnold Drainage Improvement Project**

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

**THE ENGINEER'S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$114,888.45
PER O.R.C. 6131.40. NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER'S
CONSTRUCTION ESTIMATE.**

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

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

The Owner requires that all work associated with the project be completed before May 31, 2024. The estimated commencement of work date is February 19, 2024.

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

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

**22
RESOLUTION NO. 23-1106**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMPLOYEE SAFETY:

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

Transfer of Appropriation		Amount
From:	To:	
10011302-5301	10011302-5260	3,800.00
Employee Safety/Contracted Prof. Services	Employee Safety/Inventoried Tools, Equipment	

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

**23
ADMINISTRATOR REPORTS**

Mr. Hochstettler – No items to report

**24
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis – Attended an event at Genoa Township on 12-15-2023 to offer well wishes to the former Director. Also to congratulate the new Chief McMillen.

Commissioner Merrell – Stated that the interviews have been completed at OWU. He also volunteered as a Bell Ringer for the Salvation Army.

Commissioner Benton – Gave reminder of Land Bank meeting today at 1:30pm. Also congratulated everyone involved in the new housing projects that are in progress.

**25
RESOLUTION NO. 23-1107**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC

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**OFFICIAL; ALSO TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES,
FOR PENDING OR IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:**

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

WHEREAS, pursuant to section 121.22(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 121.22(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment, employment and compensation of a public employee or public official. Also, to consider the purchase of property for public purposes, for pending or imminent litigation and for collective bargaining.

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

**26
RESOLUTION NO. 23-1108**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by _____, seconded by _____ to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners