

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 18, 2024**

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

Present:
Gary Merrell, President
Barb Lewis, Vice President

Absent:
Jeff Benton, Commissioner

**1
RESOLUTION NO. 24-37**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 11, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 11, 2024; 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 Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-38**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0117, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0117:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0117, memo transfers in batch numbers MTAPR 0117 and Purchase Orders as listed below:

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

PR Number	Vendor Name	Line Description	Account	Amount
R2400683	PHOENIX SAFETY OUTFITTERS LLC	EMS UNIFORMS	10011303 - 5225	\$ 90,000.00
R2400688	HAAS INC	ANNU SUBSCRIP CRADLEPOINT SETUP	10011303 - 5320	\$ 6,782.00
R2400688	HAAS INC	SUPPLY SHIPPING	10011303 - 5201	\$ 114.00
R2400706	PNC BANK	SUPPLIES	10011303 - 5200	\$ 30,000.00
R2400706	PNC BANK	SERVICES	10011303 - 5300	\$ 50,000.00
R2400978	PNC BANK	WIOA CCEMP	22311611 - 5200	\$ 100.00
R2400978	PNC BANK	WIOA CCMEP SVS	22311611 - 5300	\$ 45,000.00
R2401027	STATEWIDE EMERGENCY PRODUCTS LLC	REMOVE EQUIPMENT FROM TWO TOTALED S.O. VEHICLES	60111901 - 5370	\$ 6,000.00
R2401027	STATEWIDE EMERGENCY PRODUCTS LLC	INSTALL EQUIPMENT IN REPLACEMENT S.O. VEHICLES	60111901 - 5370	\$ 6,000.00
R2401029	DELAWARE AUTO SALES LLC	REPAIR 2015 GMC SIERRA 2500 7256	60111901 - 5370	\$ 9,000.00
R2401042	SCHERZINGER CORPORATION	PEST CONTROL	66211900 - 5328	\$ 6,500.00
R2401043	BLUEBEAM INC	BLUEBEAM SOFTWARE	66211900 - 5320	\$ 15,000.00

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		RENEWAL 1 31 24-1 30 25		
R2401054	COMMISSIONERS	2024 CENTRAL COST ALLOCATION	66211900 - 5380	\$ 435,601.00
R2401056	SMARTBILL LTD INC	BILLING SERVICES - PRINT MAIL IMAGE	66211900 - 5313	\$ 20,000.00
R2401056	SMARTBILL LTD INC	POSTAGE FOR SEWER BILLING	66211900 - 5331	\$ 52,000.00
R2401058	POLYDYNE INC	LIQUID EMULSION POLYMER	66211900 - 5290	\$ 175,000.00
R2401062	GRAINGER INC	OPERATING SUPPLIES	66211900 - 5201	\$ 12,000.00
R2401062	GRAINGER INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 9,200.00
R2401062	GRAINGER INC	EQUIPMENT PARTS	66211900 - 5228	\$ 5,500.00
R2401064	GENUINE PARTS COMPANY	OPERATING SUPPLIES	66211900 - 5201	\$ 5,500.00
R2401064	GENUINE PARTS COMPANY	EQUIPMENT PARTS	66211900 - 5228	\$ 1,000.00
R2401066	KE WA PA SALES INC	OPERATING SUPPLIES	66211900 - 5201	\$ 10,000.00
R2401066	KE WA PA SALES INC	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 1,000.00
R2401072	VARIOUS JFS BOARD AND CARE	BOARD & CARE	22511607 - 5350	\$ 65,000.00
R2401073	TIDEWATER PRODUCTS INC	CHEMICALS - LIQUID EMULSION POLYMER	66211900 - 5290	\$ 25,000.00
R2401078	VARIOUS JFS ADOPTION ASSISTANCE	ADOPTION ASSISTANCE	22511607 - 5350	\$ 37,000.00
R2401080	BECKMAN ENVIRONMENTAL SERVICES INC	HIGH TIDE SERVICE	66211900 - 5330	\$ 11,000.00
R2401085	FIRST COMMONWEALTH BANK	LOCKBOX SERVICES	66211900 - 5328	\$ 10,000.00
R2401090	M TECH COMPANY	EQUIPMENT PARTS	66211900 - 5228	\$ 10,000.00
R2401090	M TECH COMPANY	GRANITE.NET SOFTWARE FOR CCTV	66211900 - 5320	\$ 6,000.00
R2401090	M TECH COMPANY	EQUIPMENT REPAIRS	66211900 - 5328	\$ 10,000.00
R2401091	ADVANTAGE FAMILY OUTREACH & FOSTER CARE	RESIDENTIAL CARE	22511607 - 5348	\$ 30,000.00
R2401092	BAIR FOUNDATION,THE	PLACEMENT CARE	22511607 - 5348	\$ 5,700.00
R2401093	BUCKEYE RANCH INC	PLACEMENT CARE	22511607 - 5348	\$ 21,000.00
R2401094	COTILLION HOME NON PROFIT LLC	PLACEMENT CARE	22511607 - 5348	\$ 37,000.00
R2401097	NATIONAL YOUTH ADVOCATE PROGRAM INC	RESIDENTIAL CARE	22511607 - 5348	\$ 14,560.00
R2401098	RESCARE OHIO COLUMBUS	PLACEMENT CARE	22511607 - 5348	\$ 5,750.00
R2401106	VARIOUS JFS DAY CARE	DAYCARE	22511607 - 5348	\$ 50,000.00
R2401110	CINTAS CORPORATION	OPERATING SUPPLIES	66211900 - 5201	\$ 4,600.00
R2401110	CINTAS CORPORATION	PPE - BOOTS	66211900 - 5225	\$ 3,000.00
R2401110	CINTAS CORPORATION	BOTTLED WATER	66211900 - 5294	\$ 4,000.00
R2401110	CINTAS CORPORATION	SAFETY TRAINING	66211900 - 5305	\$ 10,000.00
R2401110	CINTAS CORPORATION	SAFETY SOFTWARE	66211900 - 5320	\$ 1,600.00
R2401110	CINTAS CORPORATION	RENTAL AND CLEANING OF MATS	66211900 - 5328	\$ 16,500.00
R2401110	CINTAS CORPORATION	RENTAL AND CLEANING OF UNIFORMS	66211900 - 5336	\$ 36,000.00
R2401112	FORENSIC FLUIDS LABS	DRUG SCREENING	22511607 - 5342	\$ 30,000.00
R2401117	SAFEBUILT OHIO LLC	OUTSOURCE INSPECTION AND PLAN REVIEW SERVICES	10011301 - 5301	\$ 10,000.00
R2401118	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	10011301 - 5201	\$ 8,000.00
R2401118	STAPLES BUSINESS ADVANTAGE	FOOD BEVERAGE	10011301 - 5294	\$ 250.00
R2401119	KOHL'S DEPARTMENT STORES	CLOTHING FOR CHILDREN	22511607 - 5348	\$ 7,500.00
R2401121	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 48,884.00

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R2401123	VERIZON	CELLULAR TELEPHONE AND DATE	10011301 - 5330	\$ 16,500.00
R2401123	VERIZON	COMMUNICAITON EQUIPMENT	10011301 - 5201	\$ 500.00
R2401125	VARIOUS JFS FOSTER REIMB	FP REIMB.	22511607 - 5350	\$ 10,000.00
R2401134	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARK SHAW SURCHARGE REIMBURSEMENTS PER IGA	66811900 - 5710	\$ 592,500.00
R2401138	OHIO WATER DEVELOPMENT AUTHORITY	OECC HEADWORKS AND AERATION PROJECT	67211926 - 5410	\$ 19,705,740.84
R2401140	PETERSON CONSTRUCTION CO	OECC HEADWORKS AND AERATION PROJECT	66611900 - 5410	\$ 2,731,041.16
R2401148	HOFFMAN ANALYTIC SERVICES INC	LAB TESTING SERVICES	66211900 - 5301	\$ 42,503.28
R2401160	SUPERION LLC	ANNUAL RENEWAL - ENGINEER	29214001 - 5320	\$ 2,021.25
R2401160	SUPERION LLC	ANNUAL RENEWAL - ENGINEER	69340407 - 5320	\$ 2,021.25
R2401160	SUPERION LLC	ANNUAL RENEWAL - BUILDING SAFETY	10011301 - 5320	\$ 8,983.33
R2401160	SUPERION LLC	ANNUAL RENEWAL - REGIONAL SEWER	66211900 - 5320	\$ 2,245.84
R2401160	SUPERION LLC	ANNUAL RENEWAL - REGIONAL PLANNING	72070701 - 5320	\$ 898.33
R2401190	PNC BANK	P CARD - SUPPLIES	66211900 - 5200	\$ 50,000.00
R2401190	PNC BANK	P CARD - SERVICES	66211900 - 5300	\$ 50,000.00
R2401199	CITY OF DUBLIN	CITY OF DUBLIN QUARTERLY CONTRACT REIMBURSEMENTS	66211900 - 5319	\$ 203,000.00
R2401203	FACILITIES	VEHICLE FUEL AND PARTS	66211900 - 5228	\$ 125,000.00
R2401203	FACILITIES	VEHICLE REPAIR AND SERVICE	66211900 - 5328	\$ 9,000.00
R2401203	FACILITIES	OFFICE PHONES	66211900 - 5330	\$ 3,200.00
R2401203	FACILITIES	OFFICE POSTAGE	66211900 - 5331	\$ 5,000.00
R2401223	WOLVERINE COACH INC	ANIMAL CONTROL BOX	20411305 - 5450	\$ 5,350.00
R2401223	WOLVERINE COACH INC	TRAP DOOR, FAN, RUBBER MAT	20411305 - 5201	\$ 960.00
R2401224	BATTERIES PLUS LLC	BATTERIES AND LIGHT BULBS	66211900 - 5201	\$ 7,800.00
R2401225	BEEMS BP DIST INC	GENERATOR AND TRUCK FUEL	66211900 - 5228	\$ 12,000.00
R2401231	CERTIFIED LABORATORIES	OPERATING SUPPLIES	66211900 - 5201	\$ 21,000.00
R2401231	CERTIFIED LABORATORIES	PERSONAL PROTECTIVE EQUIPMENT	66211900 - 5225	\$ 3,200.00
R2401234	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	66211900 - 5201	\$ 11,000.00
R2401245	FEECORP INC	VAC BOX RENTAL	66211900 - 5335	\$ 200,000.00
R2401251	FISHEL DOWNEY ALBRECHT &	UNION RELATED LEGAL SERVICES	66211900 - 5361	\$ 10,000.00
R2401256	HACH CO	OPERATING SUPPLIES	66211900 - 5201	\$ 7,500.00
R2401256	HACH CO	EQUIPMENT PARTS	66211900 - 5228	\$ 7,500.00
R2401260	HD SUPPLY FACILITIES MAINT LTD	OPERATING SUPPLIES	66211900 - 5201	\$ 15,000.00
R2401260	HD SUPPLY FACILITIES MAINT LTD	EQUIPMENT PARTS	66211900 - 5228	\$ 500.00
R2401269	MCNAUGHTON MCKAY INC	EQUIPMENT PARTS	66211900 - 5228	\$ 15,000.00
R2401274	MEACHAM & APEL ARCHITECTS INC	BYXBE CAMPUS RENOVATIONS	42011440 - 5410	\$ 183,605.39
R2401281	RITE-WAY COMPLIANCE GROUP LLC	FOG BMP SOFTWARE RENEWAL	66211900 - 5320	\$ 5,900.00
R2401282	RUBBERTEC INDUSTRIAL PROD	OPERATING SUPPLIES	66211900 - 5201	\$ 7,000.00
R2401283	SENG SEWER FEE REFUND	CUSTOMER REFUNDS	66211900 - 5319	\$ 35,500.00
R2401286	TREASURER, STATE OF OHIO	OHIO EPA ANNUAL DISCHARGE AND SLUDGE FEES	66211900 - 5316	\$ 26,500.00
R2401293	NCL OF WISCONSIN INC	OPERATING SUPPLIES	66211900 - 5201	\$ 13,000.00

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R2401349	BLACK & VEATCH CORP	CENTRAL ALUM CREEK FACILITIES PLAN - RESOLUTION	66711900 - 5410	\$ 262,345.23
R2401351	BROWN AND CALDWELL	SCADA AND PLC SUPPORT SERVICES	66211900 - 5301	\$ 22,363.75
R2401352	COMMISSIONERS	INDIRECT COSTS	23711630 - 5380	\$ 30,000.00
R2401352	COMMISSIONERS	RENT	23711630 - 5335	\$ 25,000.00
R2401356	BURGESS AND NIPLE INC	ASSET MANAGEMENT PROGRAM SUPPORT SERVICES	66211900 - 5301	\$ 15,037.49
R2401358	CCC ENVIRONMENTAL SERVICES	CCTV, SEWER CLEANING AND OTHER SERVICES AS NEEDED	66211900 - 5328	\$ 5,254.00
R2401362	CDM SMITH INC	REHAB PROJECT - RESOLUTION 22-1116 - PART OF	66611900 - 5403	\$ 9,958.00
R2401363	DLZ OHIO INC	RESOLUTION 23-816	66711900 - 5415	\$ 37,160.00
R2401366	HAZEN AND SAWYER PC	PROJECT - RESOLUTION 22-397	66611900 - 5410	\$ 106,995.04
R2401370	MS CONSULTANTS INC	PACKAGE PLANT UPGRADES FINAL DESIGN - RESOLUTIONS	66611900 - 5410	\$ 461,548.02
R2401373	MS CONSULTANTS INC	RESOLUTIONS 17-636, 19-842, 20-451	66711900 - 5410	\$ 17,565.69
R2401377	MS CONSULTANTS INC	RESOLUTIONS 19-969 AND 23-202.	66711900 - 5410	\$ 5,820.76
R2401379	MS CONSULTANTS INC	ALUM CREEK UV UPGRADES PROJECT - RESOLUTION 22-693	66611900 - 5410	\$ 177,848.91
R2401380	PETERSON CONSTRUCTION CO	PACKAGE PLANT UPGRADES PROJECT - RESOLUTION	66611900 - 5410	\$ 7,000,000.00
R2401382	ELITE EXCAVATING CO OF OHIO INC	RESOLUTION 23-919	66611900 - 5415	\$ 5,148,138.00
R2401383	VARIOUS JFS CCMEP	WIOA CCMEP VARIOUS SVS	22311611 - 5348	\$ 40,000.00
R2401383	VARIOUS JFS CCMEP	TANF CCMEP VARIOUS SVS	22411603 - 5348	\$ 20,000.00
R2401385	GOODWILL INDUSTRIES INC	CLIENT SERVICES	22311611 - 5348	\$ 76,000.00
R2401385	GOODWILL INDUSTRIES INC	CLIENT SERVICES	22411603 - 5348	\$ 7,500.00
R2401388	VARIOUS JFS WIA	CLIENT SERVICES	22311611 - 5348	\$ 150,000.00
R2401393	EMT TRANSPORTATION	NET TRANSPORTATION	22411601 - 5348	\$ 10,000.00
R2401394	DELAWARE COUNTY TRANSIT	CLIENT TRANSPORTATION	22411601 - 5355	\$ 100,000.00
R2401396	VARIOUS JFS PRC	VARIOUS JFS PRC	22411602 - 5348	\$ 20,000.00
R2401397	CBTS LLC	VOIP PHONE SERVICE	22411605 - 5330	\$ 16,800.00
R2401398	FACILITIES	POSTAGE (BUSINESS REPLY)	22411605 - 5331	\$ 13,000.00
R2401403	VISU-SEWER OF OHIO LLC	SCIOTO HILLS SEWER REHAB PROJECT - RESOLUTION	66611900 - 5403	\$ 573,384.00
R2401404	PROPIO LS LLC	INTERPRETATION SVS	22411605 - 5301	\$ 9,000.00
R2401405	OJFSDA	MEMBERSHIP DUES	22411605 - 5308	\$ 9,750.00
R2401405	OJFSDA	TRAINING MEETING	22411605 - 5305	\$ 4,500.00
R2401406	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	10011303 - 5244	\$ 50,000.00
R2401407	PCSAO ACCTS REC	MEMBERSHIP DUES	22411605 - 5308	\$ 14,038.33
R2401407	PCSAO ACCTS REC	MEETINGS CONFERENCES	22411605 - 5305	\$ 3,500.00
R2401413	VERIZON	CELL PHONES	22411605 - 5330	\$ 24,000.00
R2401413	VERIZON	FCFC	70161603 - 5330	\$ 1,800.00
R2401418	NORFIELD DEVELOPMENT PARTNERS LLC	UTILITY LOCATING SOFTWARE FOR OUPS	66211900 - 5320	\$ 5,500.00
R2401419	VISU-SEWER OF OHIO LLC	SEWER POINT REPAIRS - RESOLUTION 23-724	66211900 - 5328	\$ 9,465.00
R2401423	ARCADIS ENGINEERING SERVICES USA INC	ENGINEERING SUPPORT SERVICES - RESOLUTION 24-26	66211900 - 5301	\$ 47,500.00
R2401424	AIR FORCE ONE INC	EQUIPMENT MAINTENANCE SERVICES - RESOLUTION 24-30	66211900 - 5328	\$ 22,500.00

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R2401433	YOUTH VILLAGES INC	MSY PLACEMENT	70161605 - 5342	\$ 15,000.00
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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Absent

**4
RESOLUTION NO. 24-39**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Tiffany Maag attend a 2024 WaterReuse Conference in Denver, Colorado from March 11 to March 14, 2024 at a total cost of \$3,200.00 (fund 66211900).

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

**5
RESOLUTION NO. 24-40**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF THE TREASURER’S REPORT FOR THE MONTH OF DECEMBER 2023:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge receipt of the Treasurer’s Report for the month of December 2023.

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

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

**6
RESOLUTION NO. 24-41**

IN THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND THE BOARD OF TRUSTEES OF THE B.S.T & G. JOINT FIRE DISTRICT:

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

WHEREAS, the Director of Emergency Medical Services recommends approval of an intergovernmental agreement between the Board of Commissioners, Delaware County, Ohio and the Board of Trustees of the B.S. T & G. Joint Fire District for the design and potential construction of a joint fire and EMS facility;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following intergovernmental agreement between the Board of Commissioners, Delaware County, Ohio and the Board of Trustees of the B.S. T & G. Joint Fire District:

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND
THE BOARD OF TRUSTEES OF THE B.S.T.&G. JOINT FIRE DISTRICT**

This Intergovernmental Cooperation Agreement (the “Agreement”), is entered into this 18th day of January, 2024, by and between the Board of Commissioners of Delaware County, Ohio (the “County”), and the Board of Trustees of the B.S.T.&G. Joint Fire District (the “Fire District”), individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, pursuant to section 307.05 of the Ohio Revised Code, the County has established and operates Delaware County Emergency Medical Services (“DCEMS”) and may, pursuant to section 307.02 of the Ohio Revised Code, provide suitable buildings for DCEMS; and

WHEREAS, in accordance with section 507.37 of the Ohio Revised Code, as incorporated by 507.371 of the Ohio Revised Code, the Fire District may construct and maintain necessary buildings for fire-fighting and fire and rescue purposes; and

WHEREAS, pursuant to sections 9.482 and 307.15, et seq., of the Ohio Revised Code, the Parties may enter into an agreement whereby the contracting political subdivision agrees to exercise any power, perform any

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function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, the Parties mutually determine that co-locating their respective fire and EMS operations in a joint facility would be beneficial to both Parties and their respective constituents and desire to enter into this Agreement to assign their respective obligations for that purpose;

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, the County and the Fire District hereby contract as follows:

1. **Purpose.** The Parties shall cooperate in the construction, maintenance, and operation of a new joint fire and EMS station (the "Station") to be located on a 3.00 acre tract at the northwestern quadrant of the intersection of Wilson Road and Portrush Road in Berkshire Township, subject to the conditions stated herein. Upon completion of construction of the Station, the Parties shall utilize the Station exclusively for their respective fire and EMS operations, and any other use shall be prohibited without the written consent of both Parties, which shall not be unreasonably withheld.

2. **Property Acquisition.** The real property on which the Station shall be constructed, which real property is depicted in Exhibit A attached hereto and, by this reference, incorporated herein, will be donated to the Fire District by Northstar Residential Development, LLC. In the event the transfer of the real property does not occur by September 14, 2028, then this Agreement shall terminate, unless amended or extended in accordance with this Agreement.

3. **Professional Design Services.** The Fire District shall procure professional design services for the Station, in accordance with Chapter 153 of the Ohio Revised Code. The Fire District shall notify the County of, and keep the County informed throughout, the selection process for the professional design services. The Fire District shall not enter into a contract with a professional design services firm without written approval from the Delaware County Administrator, which written approval shall not be unreasonably withheld. In the event a contract for professional design services for the Station is not entered into by A, then this Agreement shall terminate, unless amended or extended in accordance with this Agreement. The Fire District shall be responsible for contracting with and paying the costs of the professional design services firm, subject to contribution from the County of fifty percent (50%) of the total cost, not to exceed \$250,000.

4. **General Design Requirements.** The Station design shall meet the following general programmatic requirements:

- a. Six (6) separate bunk rooms for Fire District personnel;
- b. Two (2) separate storage closets;
- c. Three (3) coed restrooms with showers;
- d. Two (2) offices for Fire District personnel;
- e. Three (3) pull-through apparatus bays;
- f. Fire District turnout gear storage;
- g. Decontamination area;
- h. Four (4) separate bunk rooms for DCEMS personnel, with each containing individual storage lockers;
- i. Separate storage closet for equipment and medications, temperature controlled;
- j. Separate male and female restrooms with showers for DCEMS personnel;
- k. A separate office space for DCEMS personnel;
- l. Two (2) pull-through apparatus bays or three (3) back-in apparatus bays, sized sufficiently for use by DCEMS emergency medic vehicle(s);
- m. Joint training facilities for 20–30 students, a joint wellness/fitness room, and a joint kitchen and dining area with unit day cabinets and refrigerators; and
- n. DCEMS logo and branding on the building beside that of the Fire District.

5. **Construction Budget.** The Parties have a current proposed budget for the Station of \$6,800,000. In the event the estimated cost of the Station exceeds this budget estimate, then the Parties shall meet with the professional design services firm to consider revisions to the scope of the project, value engineering recommendations, increases to the proposed budget, or any combination of the foregoing measures. If, after consultation in good faith, either Party may provide written notice of withdrawal to the other Party and terminate this Agreement without additional cost.

6. **Construction.** If both Parties approve the final plans, specifications, and estimate for the Station, then the Fire District shall advertise for and procure construction services for the Station in accordance with applicable law. The Fire District shall not enter into a contract for the construction of the Station without written approval from the Delaware County Administrator, which written approval shall not be unreasonably withheld. In the event a contract for construction of the Station is not entered into and all funds required for construction appropriated by each Party by September 14, 2028, then this Agreement shall terminate, unless amended or extended in accordance with this Agreement. The Fire District shall be responsible for contracting with and paying the costs of the construction of the Station, subject to contribution from the County equal to one hundred percent (100%) of the cost attributable to those portions of the Station for the exclusive use by DCEMS plus fifty percent (50%) of the cost attributable to those portions of the Station for joint use by both Parties, with the total County contribution not to exceed \$2,720,000, which contribution shall be subject to appropriation by the County in the fiscal year in which

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the contract for construction is entered. If the County fails to appropriate funds for the construction of the Station upon written request from the Fire District, then the Fire District may terminate this Agreement and proceed with construction of its own station with any modifications the Fire District deems necessary without regard to the County's requirements stated herein.

7. Exclusive Services; Termination. The Fire District acknowledges and agrees that the County is and shall remain the sole 9-1-1 emergency communications and, subject to termination in accordance with this Section, emergency medical services provider within the Fire District's jurisdiction and service area. The Fire District may terminate its designation of DCEMS as the sole emergency medical services provider within the Fire District's jurisdiction and service area and order the County to vacate the Station by providing the County written notice at least one hundred eighty (180) days prior to the effective date of termination and vacation. Within thirty (30) days after providing the County written notice as contemplated in this Section, the Fire District shall pay to the County an amount equal to the County's contributions made pursuant to Sections 3 and 6 of this Agreement, plus interest at the rate of nine percent (9%) per annum calculated from the date of the contributions through the effective date of termination and vacation (the "Termination Payment"). Upon the effective date of termination and vacation, all County obligations to the Fire District under this Agreement shall also terminate. The Fire District's obligation to make the Termination Payment shall be subject to future appropriation and availability of funds by the Fire District and shall not be construed as debt, a promissory note, or other debt instrument. The Parties mutually acknowledge and agree that if the Fire District fails to appropriate funds for or make the Termination Payment in its entirety by the date specified, the Termination Payment shall be made by the retention in the county treasury of the amount due from taxes collected for the Fire District, pursuant to section 307.16 of the Revised Code. The Fire District consents to this retention in the county treasury and acknowledge that the county auditor and county treasurer shall be governed by this provision in settling accounts for such taxes.

8. Ownership of Station; Lease. Upon completion of the Station, the Fire District shall own the Station and grants to the County a lease for the areas within the Station exclusive to DCEMS and common areas available to DCEMS. The County's contributions to the design and construction of the Station, and other obligations stated herein, shall be in lieu of any rent payments to the Fire District for the lease. The County shall have the right of quiet enjoyment to the areas within the Station designated for its use, subject only to the Fire District's option to terminate in accordance with Section 7.

9. Additional County Services. In further consideration under this Agreement, the County shall provide to the Fire District the following services:

- a. Emergency medical services and ambulance transport services for the Fire District's fire service area;
- b. Non-durable* medical supplies, provided that any purchase on behalf of the Fire District shall first be submitted to DCEMS for review and approval (*Note: durable emergency medical services supplies and equipment and pharmaceuticals/medication shall not be provided); and
- c. DCEMS medical direction, use of DCEMS electronic patient care reporting software, and EMS continuing education.

10. Station Maintenance, Alteration, and Improvements; Utilities, Taxes, and Assessments. Each Party shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all interior portions of the Station under their respective occupation and control. In the event maintenance, repair, or replacement is required for structural components, the roof, mechanical systems or equipment, pavement, or other external improvements, the Parties shall agree on the costs thereof before proceeding and shall contribute to the costs in the same percentage set forth in Section 6 of this Agreement. Each Party may, with written notice to the other Party, make at its own cost any non-structural alterations, physical additions, or improvements to the interior portions of the Station under their respective occupation and control. The Parties shall consult with each other regarding any proposed structural alteration or addition to the Station. Any major structural alteration or addition to the Station shall require written approval from both Parties, which shall include an agreed share of the costs to be borne by each Party. Each Party shall be responsible for cleaning their own respective areas and shall cooperate in the cleaning of any common areas. In the event contracted cleaning services are required, the Parties shall agree on the costs thereof before proceeding and shall contribute to the costs in the same percentage set forth in Section 6 of this Agreement. The Fire District shall be responsible for the payment of all utilities for the Station, for the proper and lawful disposal of trash generated at the Station, for snow and ice removal from the Station's paved areas and sidewalks, and for the care and maintenance of the Station grounds. The County shall contribute to the costs for utilities, trash disposal, snow and ice removal, and grounds maintenance in the same percentage set forth in Section 6 of this Agreement, and the Fire District shall invoice the County for its contribution for these costs at the end of each calendar quarter. The Fire District shall pay real estate taxes or assessments, if any, as they become due and payable, and the County shall contribute to the costs of real estate taxes and assessments in the same percentage set forth in Section 6 of this Agreement.

11. Insurance. The Fire District shall procure and maintain property, fire, and casualty insurance for the Station in an amount approved by the Fire District and the County Administrator. The County shall contribute fifty percent (50%) of the cost of the premium for the property, fire, and casualty insurance. Each Party shall, without contribution from the other Party, procure and maintain insurance for its own respective personal property located at the Station and workers compensation coverage, or self-insurance, for its own respective elected officials, officers, employees, and volunteers. Each Party shall maintain for the entire duration of this Agreement self-

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insurance and/or general liability insurance coverage with a combined minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, and the other Party shall be additional insured on such coverage. The Parties shall provide proof of such insurance upon request. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

12. Liability. Both the County and the Fire District, as governmental entities, lack authority to indemnify. As such, the County and the Fire District agree to be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., resulting from this Agreement. Therefore, the County and the Fire District agree to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

13. Miscellaneous Terms and Conditions:

(a) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(c) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(d) Effective Date. This Agreement shall become effective on the date set forth in the preamble hereto.

(e) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(f) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Fire District or the County other than in their official capacity, and neither the members of the legislative bodies of the Fire District or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Fire District and the County contained in this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the Fire District, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(j) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(k) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Fire District or the County be liable to each other for punitive, special, consequential, or indirect

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damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(l) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- (i) the Fire District at: BST&G Fire District
350 W. Cherry St.
Sunbury, Ohio 43074
Attention: Fire Chief
- (ii) the County at: Delaware County
91 North Sandusky Street
Delaware, Ohio 43015
Attention: County Administrator

And

Delaware County EMS
10 Court Street
Delaware, Ohio 43015
Attention: Chief

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(m) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(n) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(o) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(p) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(q) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(r) Recordation. The Parties shall record a copy of this Agreement, or a memorandum thereof, in the Office of the Delaware County Recorder.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Commissioners of Delaware County, Ohio and the Board of Trustees of the B.S.T.&G. Joint Fire District, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

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

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ANDY VOLENIK, EXECUTIVE DIRECTOR DELAWARE COUNTY TRANSIT
PRESENTATION RECAP 2023 DCT’S RIDERSHIP

8
RESOLUTION NO. 24-42

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE CONCORD-SCIOTO COMMUNITY
AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-331, establishing the Concord-Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, the terms of Erik McPeek and David Fahrenholz as citizen members will expire on March 21, 2024, and both desire to be re-appointed; and

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

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint two members to the Concord-Scioto Community Authority Board of Trustees;

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

Section 1. The Board of Commissioners hereby approves the re-appointments of the following members to the Concord-Scioto Community Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Erik McPeek	March 21, 2026
Citizen Member	David Fahrenholz	March 21, 2026

Section 2. The re-appointments approved herein shall be effective March 22, 2024.

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

*RESOLUTION NO. 24-43 WAS NOT UTILIZED

9
RESOLUTION NO. 24-44

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND OUTSIDER ENTERTAINMENT,
LLC FOR DIGITAL CONTENT CAPTURE SERVICES:

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

WHEREAS, the Director of Communications recommends approval of the services agreement by and between the Delaware County Board of Commissioners and Outsider Entertainment, LLC for Digital Content Capture Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following services agreement by and between the Delaware County Board of Commissioners and Outsider Entertainment, LLC for Digital Content Capture Services:

SERVICES AGREEMENT
Video Production Services

This Agreement is made and entered into on January 18, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Outsider Entertainment, LLC, 1287 King Avenue, Suite 203, Columbus, Ohio 43212 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

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1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide video production services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated August 25, 2023, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).
- 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 Communications 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, 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 for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Sixty Thousand Dollars and Zero Cents (\$60,000) per year without subsequent modification in writing signed by both Parties pursuant to Section 3.1.
- 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 periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 COMMENCEMENT; TERM; DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written direction from the Project Manager and shall complete the Services in accordance with the Proposal and the Project Manager’s schedule and orders.
- 7.2 This Agreement shall be for an initial fixed term of three (3) years, with the option to extend for up to two (2) additional one (1) year terms if agreed in writing by both the County and the Contractor, pursuant to Section 3.1.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

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8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 INDEMNIFICATION

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

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain 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.
- 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.

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

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

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

**10
ADMINISTRATOR REPORTS** – No comments from CA Davies or Attorney Hochstettler

**11
COMMISSIONERS' COMMITTEES REPORTS**

Mrs. Lewis – No comments

Mr. Merrell – Will attend a Chamber event today for Regional Planning; also attending a Main Street event

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this evening

12
RESOLUTION NO. 24-45

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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, Promotion and Compensation of a Public Employee or Public Official.

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

RESOLUTION NO. 24-46

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners