

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 11, 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
Jeff Benton, Commissioner - Absent

**1
RESOLUTION NO. 24-182**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 7, 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 March 7, 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 Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-183**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0308, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0308:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0308, memo transfers in batch numbers MTAPR 0308 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>Account</u>	<u>Amount</u>
R2402268	CSA SERVICE SOLUTIONS LLC	ANNUAL COT MAINT	10011303 - 5325	15610
R2402465	GANDEE & ASSOCIATES INC	LEAD SAFE GRANT ADMIN DESIGN CONSULTING SERVICES	30811344 - 5601	109980

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

**4
RESOLUTION NO. 24-184**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Delaware County Commissioners' Office is requesting that Director Lauren A. Yankanin from Emergency Communications attend Association of Public Safety Communications Officials International Conference in Orlando, Florida on August 3–8, 2024; at the cost of \$3,645.00.

The Delaware County Auditor's Office is requesting that George Kaitsa, Shari Lewis, Nancy Krueger, Sharon Upp and Seiji Kille from the Auditor's Office attend CAAO Summer Conference in Huron, Ohio on June 4–7,

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2024; at the cost of \$5,415.56.

The Delaware County Commissioners’ Office is requesting that Rachael Cox, Elizabeth Wurst and Jess Paquari (Infection Control Officers) from Emergency Medical Services attend APIC Infection Control Conference in San Antonio, Texas on June 2–6, 2024; at the cost of \$8,939.00.

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

**5
GEORGE KAITSA, DELAWARE COUNTY AUDITOR
YEARS OF SERVICE TRIBUTE TO KELLY TENNANT FOR 21 YEARS OF SERVICE TO THE
DELAWARE COUNTY AUDITOR’S OFFICE**

**6
RESOLUTION NO. 24-185**

**IN THE MATTER OF RECOGNIZING THE MONTH OF MARCH 2024 AS DEVELOPMENTAL
DISABILITIES AWARENESS MONTH:**

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

WHEREAS, March 2024 marks the 37th anniversary of National Developmental Disabilities Awareness Month; and

WHEREAS, people with developmental disabilities are an important and valued part of our community; and

WHEREAS, the Delaware County Board of Developmental Disabilities, families of people with developmental disabilities, and service providers partner together to support nearly 2,400 people with developmental disabilities throughout Delaware County; and

WHEREAS, it is essential to promote awareness and understanding of developmental disabilities to ensure that all members of our community receive the support and respect they deserve; and

WHEREAS, the Delaware County Commissioners acknowledge the importance of equitable access to opportunities to live, learn, work, and play in Delaware County; and

WHEREAS, activities during this month will reinforce the value and talent people with developmental disabilities add to our communities and reaffirm the commitment of the Delaware County Commissioners to achieving an inclusive community where all people can lead personally fulfilling lives; and

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners recognize and commemorate the 37th anniversary of National Developmental Disabilities Awareness Month.

BE IT FURTHER RESOLVED that the Delaware County Commissioners designate the month of March 2024 as Developmental Disabilities Awareness Month.

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

**7
RESOLUTION NO. 24-186**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO, PROBATE
DIVISION AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, ON
BEHALF OF THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

WHEREAS, the Delaware County Court of Common Pleas, Probate Division and the Director of Job & Family Services recommend the First Amendment to the Agreement between the Court of Common Pleas, Delaware County, Ohio, Probate Division and the Board of Commissioners of Delaware County, Ohio, on behalf of the Department of Job and Family Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County approve the First Amendment to the Agreement between the Court of Common Pleas, Delaware County, Ohio, Probate Division and the Board of Commissioners of Delaware County, Ohio, on behalf of the Department of Job and Family Services:

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**FIRST AMENDMENT TO THE AGREEMENT TO FUND THE DELAWARE COUNTY
GUARDIANSHIP SERVICES BOARD (R.C. § 2111.52)**

This Agreement is entered into this March 11, 2024 by and between the Court of Common Pleas, Delaware County, Ohio, Probate Division (“Court”), whose principal place of business is located at 145 North Union Street, 3rd Floor, Delaware, Ohio 43015 and the Board of Commissioners of Delaware County, Ohio on behalf of the Department of Job and Family Services (“JFS”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (individually “Party,” collectively “Parties”)

PREAMBLE

WHEREAS, the Parties entered into an Agreement (hereinafter “Agreement”) dated June 6, 2023, (A copy of which is attached hereto and incorporated by this reference) and,

WHEREAS, the Parties agree to amend certain provisions to the Agreement.

NOW THEREFORE:

1. The Parties agree to amend the Agreement as follows:
2. **TERM:** The term of this Agreement is extended to December 31, 2024.
3. **FUNDING AND USE OF FUNDS:** JFS shall pay on or before February 1, 2024 to the Court \$10,000.00.
4. **MAXIMUM PAYMENT:** The maximum amount payable pursuant to this Agreement is \$10,000.00 for calendar year 2024.

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

**8
RESOLUTION NO. 24-187**

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

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

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

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

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

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

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

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of the Social Security Act, 45 CFR Parts 302, 303 and 304 and the rules in Division 5101: 12 of the Administrative Code. Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

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

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 01/01/2024 through 12/31/2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

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

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

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

Initials of Authorized CSEA Representative: Initials of Authorized Court Representative

4. IV-D Contract Costs:

- 4A. Unit Rate: The Unit Rate for this IV-D Contract is \$137.59 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity); or
 - The procurement process for a IV- D Contract private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$82,555.91

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

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

	Amount	Source
Non-Federal Share	\$28,069.01	Local Source
FFP Reimbursement	\$54,486.90	
Total IV-D Contract Cost	\$82,555.91	

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

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

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

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

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

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D

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Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

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

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

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

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

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

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

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

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

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

17. Licenses: The Contractor certifies that all approvals, licenses or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law, in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract

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

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

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

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

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

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

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

23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV- D Contract as determined by the CSEA. When

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termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

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

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

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

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

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

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

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

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

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

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

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

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

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 01/01/2024 through 12/31/2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months, the CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

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

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

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

Initials of Authorized CSEA Representative: _____ Initials of Authorized Court Representative _____

4. IV-D Contract Costs:

4A. Unit Rate: The Unit Rate for this IV-D Contract is \$120.40 per Unit of Services as determined by:

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

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$42,139.54

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

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

	Amount	Source
Non-Federal Share	\$14,327.44	Local Sources
FFP Reimbursement	\$27,812.10	
Total IV-D Contract Cost	\$42,139.54	

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

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

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

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

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

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

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

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

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

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

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

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

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the

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existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this IV-D Contractor.

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

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

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

18. Licenses: The Contractor certifies that all approvals, license or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

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

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

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

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

23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment with regard to the in race, religion, national origin, ancestry, color, sex, age, disability or veteran status. Such action shall include but not be limited to the following employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and election for training including apprenticeship.

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

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

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

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

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

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

23F. This IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio. All obligations under this IV-D Contract shall immediately terminate.

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

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

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

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

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

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

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

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

IV-D Contract Terms:

1. IV-D Contract Period: The IV-D Contract is effective from 1/1/2024 through 12/31/2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV- D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

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

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

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

Initials of Authorized CSEA Representative: Initials of Authorized Court Representative

4. IV-D Contract Costs:

- 4A. Unit Rate:** The Unit Rate for this IV- D Contract is \$101.45 per Unit of Service as determined by:
- The calculation listed in the JFS07020 (Governmental Contractor IV-D Contract Budget) for a IV- D Contract with a governmental entity; or
 - The procurement process for a IV- D Contract with a private entity.
- 4B. Total IV-D Contract Cost:** The total IV-D Contract Cost is \$167,387.17

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

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

	Amount	Source
Non-Federal Share	\$56,911.64	Local Sources
FFP Reimbursement	\$ 110,475.53	
Total IV-D Contract Cost	\$ 167,387.17	

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

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

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

8. Amendment to and Modification of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for

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purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment) and OCS accepts the JFS 07037; or

- **Modification:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modification to OCS, and OCS accepts the modifications, If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract, and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

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

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

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

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

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

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

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

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

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

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

17. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

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

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

20. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance

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with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

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

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

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

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

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

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

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

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

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

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

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

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

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

**9
RESOLUTION NO. 24-188**

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BUCKEYE POWER SALES CO., INC, FOR A KOHLER GENERATOR, INCLUDING FREIGHT AND STARTUP, FOR THE COUNTY’S 9-1-1 CENTER:

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

WHEREAS, the Director of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Buckeye Power Sales Co., Inc., for a Kohler generator for the 9-1-1 center;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Buckeye Power Sales Co. Inc.:

AGREEMENT

This Agreement is made and entered into on March 11, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Buckeye Power Sales Co., Inc., 8155 Howe Industrial Parkway, Canal Winchester, Ohio 43110 (“Contractor”), hereinafter collectively referred to as the “Parties.”

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1. SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide a Kohler Model 300REOZJ generator, including freight and startup, for the County's 9-1-1 Center (the "Services").
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor's Quote (Offer 22158), which is attached hereto as Exhibit A and, by this reference, fully incorporated herein. This Agreement is exempt from competitive bidding requirements, pursuant to section 9.48 of the Revised Code. The Services are being purchased in accordance with Sourcewell Contract #092222-KOH, the terms and conditions of which are hereby incorporated by reference.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

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 supervise, and have authority to order commencement and suspension 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 For all Services, the maximum total compensation shall be \$119,431.00, which amount shall not be exceeded without a modification of this Agreement in accordance with 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.

5. PAYMENT

- 5.1 Compensation shall be paid, as set forth in Exhibit A, based on invoices submitted by the Contractor and approved by the Director.
- 5.2 Invoices shall be submitted to the Director 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.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

6. NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order to proceed from the Director and shall complete the Services in accordance with Exhibit A.
- 6.2 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 Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7. SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written notice, 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.

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,

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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.
- 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.

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- 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, 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 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. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**10
RESOLUTION NO. 24-189**

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC:

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

WHEREAS, on December 21, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-1165, which, in part, declared the necessity for and approved the project known as DEL-CR109-02.87 Big Walnut at Tussic Street Road and South Old 3C Highway (the “Improvements”); and

WHEREAS, it is necessary to acquire right-of-way for the Improvements; and

WHEREAS, the County Engineer recommends approval of a Right-of-Way Acquisition Services Agreement in furtherance and support of the Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, approves the following Right-of-Way Acquisition Services Agreement with O.R. Colan Associates, LLC:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into on March 11, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and O.R. Colan Associates, LLC, 255 Taylor Station Road, Suite 100 Columbus, Ohio 43213 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1. SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant shall provide right-of-way acquisition services, consisting of project management, negotiations, closings, and acquisition fees, for the project known as Big Walnut Road at Tussic Street Road and South Old 3C Highway, DEL-CR109-02.87 (the “Services”). The Services are more

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fully described, and shall be performed in accordance with, the Consultant's Cost Proposal dated February 20, 2024 (the "Proposal"), attached hereto and, by this reference, incorporated herein.

- 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.

2. SUPERVISION OF SERVICES

- 2.1 The County hereby designates the Delaware County Engineer ("County Engineer") as the agent of the County for this Agreement.
- 2.2 The County Engineer or his designee 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 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 Proposal.
- 4.2 Total compensation under this Agreement shall not exceed Eighty-Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$85,950.00) without subsequent modification in accordance with 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.

5. NOTICES; PARTIES REPRESENTATIVES

- 5.1 "Notices" issued under this Agreement shall be served by U.S. certified mail in writing to the addresses stated in the preamble of this Agreement. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- 5.2 The County shall provide all criteria and full information as to County's requirements for Consultant's provision of the Services. The Parties shall each designate a person to act with authority on their behalf in the performance of this Agreement.

6. PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant for the Services performed to date in accordance with the Proposal, subject to approval by the County Engineer in accordance with Section 6.2.
- 6.2 Invoices shall be submitted to the County Engineer by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County Engineer 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 order from the County Engineer and shall complete the Services in a timely manner in accordance with the County Engineer's written order, but in no event later than December 1, 2024.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer 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.

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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 be effective unless and until it is approved by both Parties in writing.

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 sub consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 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 extent caused in whole or part 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.
- 12.2 As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.
- 12.3 The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

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 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.
- 13.5 Proof of Insurance: Prior to the commencement of any work 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 work 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

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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.
- 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, and Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 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 work 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 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 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 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.

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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. Merrell Aye Mr. Benton Absent

**11
RESOLUTION NO. 24-190**

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
UT2024-0047	AEP	OLD HOME RD	REPLACE POLES
UT2024-0048	AEP	TAGGERT RD	REPLACE POLES
UT2024-0049	AEP	HOLLENBACK RD	REPLACE POLES
UT2024-0050	AEP	S 3 B'S & K RD	INSTALL & REPLACE POLES
UT2024-0051	AEP	CHESHIRE RD	REPLACE & INSTALL POLES
UT2024-0052	AEP	CHESHIRE & S OLD STATE RD	REPLACE POLES
UT2024-0053	AEP	W ORANGE RD	REPLACE POLES
UT2024-0054	AEP	CHESHIRE RD	INSTALL POLE
UT2024-0055	COLUMBIA GAS	HYATTS RD	ROAD BORE
UT2024-0056	BREEZELINE	S OLD STATE RD	COMPLETE AERIAL CONSTR.
UT2024-0057	AEP	HOME & LIBERTY RD	REPLACE POLE
UT2024-0058	COLUMBIA GAS	JEWETT RD	ROAD BORE
UT2024-0059	THAYERCOMMUNICATIONS	OLENTANGY RD	NEW AERIAL INSTALL
UT2024-0060	AEP	S 3 B'S & K	INSTALL NEW POLE
UT2024-0061	SPECTRUM	LIBERTY RD	ROAD BORE
UT2024-0062	FRONTIER	HOME RD	FIBER OPTIC CABLE
UT2024-0063	SPECTRUM	HIGHFIELD DR	ROAD BORE
UT2024-0064	AEP	WALTON RD	REPLACE POLE
UT2024-0065	SPECTRUM	BERLIN STATION&BRAUMILLER	INSTALL NEW POLES
UT2024-0066	SPECTRUM	SUNBURY RD	DIRECTIONAL BORE

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

**12
RESOLUTION NO. 24-191**

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR BEECHWOOD ESTATES:

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

WHEREAS, on February 14, 2024, a Ditch Maintenance Petition for Beechwood Estates (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within Beechwood Estates, 49.713 acres in Brown Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code

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and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$186,977.15 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Fourteen (14) lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$13,355.51 per lot. An annual maintenance fee equal to 2% of this basis (\$267.11) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,739.54 has been paid to Delaware County.

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

13
RESOLUTION NO. 24-192

IN THE MATTER OF APPROVING DRAINAGE MAINTENANCE PETITION AND DITCH MAINTENANCE ASSESSMENTS FOR RAVINES AT HOOVER:

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

WHEREAS, on February 1, 2024, a Ditch Maintenance Petition for Ravines at Hoover (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Ravines, 42.79 acres in Genoa Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$ 665,893.93 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 56 lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 11,890.96 per lot. An annual maintenance fee equal to 2% of this basis (\$ 237.82) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 13,317.92 has been paid to Delaware County.

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

14
RESOLUTION NO. 24-193

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IN THE MATTER OF RELEASING THE SURETIES FOR MCNAMARA DRIVE EXTENSION - TRAILS END, GOLF COURSE ROAD, PIATT PRESERVE SECTION 2 AND VINMAR VILLAGE 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 following improvements and finds them to be constructed in accordance with the approved plans: McNamara Drive Extension- Trails End, Golf Course Road, Piatt Preserve Section 2 , Vinmar Village Section 5 (collectively, the “Improvements”); and

WHEREAS, the Engineer requests approval to return sureties being held to secure the completion of the Improvements to the principals providing the sureties;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby releases and returns the sureties being held to secure the completion of the Improvements to the respective principals.

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

**15
RESOLUTION NO. 24-194**

IN THE MATTER OF APPROVING THE VACATION OF A DRAINAGE EASEMENT FOR CONSERVATION CLUB CAD:

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

WHEREAS, the Delaware County Engineer (the “Engineer”) has received notice that a field modification was performed by the developer of the Conservation Club CAD within the drainage easement located over and across a part of Lot 217 with the installation of an underdrain within a portion of said easement; and

WHEREAS, the Engineer has requested that this portion of the drainage easement be vacated as this modification was performed without the knowledge of or inspection by the Engineer; and

WHEREAS, the developer’s consulting engineer has received and approved the modification, and the Engineer has determined that the remaining easement is of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Engineer recommends vacation of a portion of the Drainage Easement as described below and to include a marginal reference on the plat of record in Official Record Book 2010, Page 2500 (Plat Cabinet 6, Slide 37) of this action to vacate this easement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for the Conservation Club CAD, Brown Township, Delaware County, as follows:

DESCRIPTION OF A DRAINAGE EASEMENT TO BE VACATED:

Situated in the Township of Brown, County of Delaware, State of Ohio, being part of Farm Lot 18, Quarter-Township 1, Township 5, Range 18 in the United States Military Lands, being part of Lot 217, CONSERVATION CLUB CAD, owned by DAMBOY INVESTMENTS LLC, recorded in Official Records Volume 2010, Page 2500, stored in Plat Cabinet 6, Slide 87 (all references are to the records of the Recorder’s Office, Delaware County, Ohio) and more particularly bounded and described as follows:

COMMENCING at the northwest corner of said Lot 217, being on the south line of a 154.050 acre tract conveyed to W. A. Fearn Trust Co. in Official Records Volume 487, Page 360; thence along the said south line of the 154.050 acre tract South 86° 05’ 37” East 143.81 feet to the TRUE POINT OF BEGINNING of the following described drainage easement to be vacated;

Thence continuing along the said south line of the 154.050 acre tract:

South 86° 05’ 37” East 50.90 feet;

Thence South 14° 42’ 37” West 165.14 feet;

Thence South 15° 04’ 45” East 175.27 feet;

Thence South 40° 25’ 28” East 235.70 feet to a point on the north line of Lot 218;

Thence along the said north line of Lot 218 North 67° 28’ 18” West 109.96 feet;

Thence North 40° 25’ 28” West 149.01 feet;

Thence North 15° 04’ 45” West 199.81 feet;

Thence North 14° 42’ 37” East 168.90 feet to the TRUE POINT OF BEGINNING;

All references are to the records of the Recorder’s Office, Delaware County, Ohio. This description has been prepared by: Karen S. Coffman, Surveyor, Registration Number 7845.

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

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16
RESOLUTION NO. 24-195

IN THE MATTER OF APPROVING A DEVELOPER’S AGREEMENT FOR BERLIN BLUFF
SECTION 1 & 2:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Berlin Bluffs Section 1 & 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Berlin Bluffs Section 1 & 2:

DEVELOPER'S AGREEMENT
PROJECT NUMBER:
22102

THIS AGREEMENT made and entered into this 11th day of March, 2024, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and Pulte Homes of Ohio LLC, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The OWNER is constructing a development known as Berlin Bluffs Sec 1 and 2 (the "Development") which will include a new roadway access to Cheshire Road and contribute to the need for improvements to Cheshire Road or other roadways in the vicinity of the Development which shall be constructed by the COUNTY (the "Improvements").
- 2) On or before March 1, 2024, the OWNER shall pay to the COUNTY Two Hundred Ninety-One Thousand Dollars and No Cents (\$291,000.00), mutually agreed to be the OWNER'S proportional share of, and contribution toward, the cost and expense of the Improvements. OWNER further agrees that such contribution may be used as determined by the COUNTY for improvements to Cheshire Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The OWNER may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Two Hundred Ninety-One Thousand Dollars and No Cents (\$291,000.00), payable to the BOARD OF COUNTY COMMISSIONERS, to insure the faithful performance of this AGREEMENT. Said financial warranty will be released and returned to the OWNER within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the OWNER, either directly or through its agents or contractors, performs any work within the COUNTY's right-of-way, the OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to suspend or terminate any permit for access to or work within the COUNTY right-of-way.
- 6) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 7) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to access the improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

17
RESOLUTION NO. 24-196

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION
BOND FOR HOWARD FARMS SECTION 3:

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

WHEREAS, the roadway construction has been completed for the project known as Howard Farms Section 3 (the "Project"); and

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

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at ten percent (10%) of the original construction estimate for the Project and that the Project be placed on the required one year maintenance period; and

WHEREAS, Homewood Corporation (the “Owner”) has provided a maintenance bond in the amount of \$151,900.00 as surety to cover the one year maintenance period; and

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the maintenance bond in the amount of \$151,900.00 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

**18
RESOLUTION NO. 24-197**

IN THE MATTER OF APPROVING CHANGE ORDER NO. 01 TO THE CONTRACT WITH MATHENY EXCAVATING LLC FOR THE PROJECT KNOWN AS THE CDBG PY2020 ACTIVITY 2 PARKING, DRAINAGE & RELATED IMPROVEMENTS FOR KILBOURNE PLANNED COMMERCIAL DISTRICT:

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

WHEREAS, the Director of Finance recommends approval of Change Order No. 1 to the contract with Matheny Excavating, LLC, for the project known as the CDBG PY2020 Activity 2 Parking, Drainage & Related Improvements for Kilbourne Planned Commercial District;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 1 to the contract with Matheny Excavating, LLC, for the project known as the CDBG PY2020 Activity 2 Parking, Drainage & Related Improvements for Kilbourne Planned Commercial District:

CHANGE ORDER NO.: 01

Owner: Delaware County Commissioners Engineer’s Project No.: 18-050-02
 Engineer: Gandee Heydinger Group, LLC
 Contractor: Matheny Excavating, LLC
 Project: Parking, Drainage, & Related Improvements for Kilbourne Planned Comm. District
 Contract Name: Parking, Drainage, & Related Improvements
 Date Issued: December 4, 2023

Description:

 Add \$37,124.68 to Contract Price for provision of parking lot solar lighting.

Attachments: Contractor’s Proposal and related documentation.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 192,000.00	Original Contract Times: Substantial Completion: January 9, 2024 Ready for final payment: February 13, 2024
[Increase] [Decrease] from previously approved Change Orders: \$ Not Applicable	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: Not Applicable Ready for final payment: Not Applicable
Contract Price prior to this Change Order: \$ 192,000.00	Contract Times prior to this Change Order: Substantial Completion: January 9, 2024 Ready for final payment: February 13, 2024
Value of Work of this Change Order: \$ 37,124.68	[Increase] [Decrease] this Change Order: Substantial Completion: No Change Ready for final payment: No Change
Contract Price incorporating this Change Order: \$ 229,124.68	Contract Times with all approved Change Orders: Substantial Completion: January 9, 2024 Ready for final payment: February 13, 2024

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

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PRESENTATION

**MARLENE SUTER, DELAWARE COUNTY MASTER GARDENER ASSOCIATION
BYXBE CAMPUS PROJECT IDEAS**

Presenters:

Kenzie Johnston, OSU Extension Educator and Master Gardener Coordinator

Kerry Gerich, landscape architect and DC Master Gardener

Regina Lach, DC Master Gardener and co-chair of the Byxbe project

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ADMINISTRATOR REPORTS

CA Davies – Nothing to report

Attorney Hochstettler – Nothing to report

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis – Mrs. Lewis was very impressed with the presentation given by Master Gardeners Association.

Commissioner Merrell – Mr. Merrell offered congratulations to Jerry from EMS on his prestigious award.

There being no further business, the meeting adjourned.

Jeff Benton - Absent

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners