

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD, MAY 30, 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

**1
RESOLUTION NO. 24-422**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 23, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 23, 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 Aye Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-423**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0529 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0529:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0529, memo transfers in batch numbers MTAPR 0529 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2400929) Bonded Chemicals	SRF Operations & Maintenance	66211900-5290	\$20,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2403393	GOVERNMENTJOBS COM INC	HR MANAGEMENT SOFTWARE	10011108 - 5320	\$ 21,500.00
R2403424	LEPI ENTERPRISES INC	LEAD SAFE GRANT GENERAL CONTRACTOR	30811344 - 5601	\$ 400,947.36
R2403449	TERRACON CONSULTANTS INC	FACILITIES US 23 FUEL TANK REMOVAL	10011102 - 5403	\$ 44,000.00
R2403450	DETECTION INSTRUMENTS CORP	(2) ACRULOG ELD	66211900 - 5260	\$ 9,990.00
R2403450	DETECTION INSTRUMENTS CORP	12 MONTH DATA PLAN	66211900 - 5330	\$ 420.00
R2403450	DETECTION INSTRUMENTS CORP	SUBMOUNT MANHOLE ANTENNA	66211900 - 5228	\$ 595.00
R2403450	DETECTION INSTRUMENTS CORP	SHIPPING FEES	66211900 - 5331	\$ 25.00
R2403451	ELECTRONIC SPECIALTY COMPANY	VIDEO CONFERENCING SYSTEM - DR COURT HR 3 & 4	42311453 - 5450	\$ 70,398.00
R2403454	B L ANDERSON LLC	EAST ALUM CREEK VFD UPGRADE - PART OF EAST ALUM	66711900 - 5410	\$ 22,171.00
R2403455	XYLEM WATER SOLUTIONS USA INC	RELATED UPGRADE PROJECT	66711900 - 5410	\$ 83,385.00

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

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**4
RESOLUTION NO. 24-424**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ Office is requesting that Bic Boyles attend the 2024 WIMS National User Conference in Loveland, CO on August 26-30, 2024; at the cost of \$3,115.00 (organizational key 66211900).

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

**5
RESOLUTION NO. 24-425**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, STEPHEN D. MARTIN, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 1.802 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to acknowledge that on May 20, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 1.802 acres of land from Liberty Township to the City of Powell.

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

**6
Item Postponed from May 16, 2024
RESOLUTION NO. 24-396**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH FLIPSIDE COMMERCIAL SERVICES, LLC FOR CLEANING AND FLOOR CARE SERVICES AT THE SHERIFF TRAINING FACILITY:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Flipside Commercial Services, LLC for cleaning and floor care services at the Sheriff Training Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Flipside Commercial Services, LLC for cleaning and floor care services at the Sheriff Training Facility:

SERVICES AGREEMENT

This Agreement is made and entered into on May 30, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Flipside Commercial Services, LLC, 130 Griswold Street, Delaware, Ohio 43015 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide cleaning and floor care services at the County’s Sheriff Training Facility located at 4981 County Home Road, Delaware, Ohio (the “Services”). The Contractor shall perform the Services in a workmanlike manner.
- 1.2 The Services shall be further defined in and rendered by the Contractor in accordance with the Contractor’s proposal, dated April 19, 2024 (the “Proposal”), attached hereto and, by this reference, incorporated herein.
- 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 have authority to review changes to, and order commencement or 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

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supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed \$45,000.00 without subsequent modification.
- 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 periodically, but no more than once per month, 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 require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.
- 5.3 The County shall pay invoices within the time period set forth in the Proposal.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon written order from the Director and shall complete the Services promptly in accordance with the Contractor's Proposal. The term of this Agreement shall be one year from the date Services commence.
- 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 Either the County or the Contractor may, upon thirty (30) days' written notice to the other party, terminate this Agreement with or without cause.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the 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, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

9 INSURANCE

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

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

10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, 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

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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.

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

7
RESOLUTION NO. 24-426

IN THE MATTER OF APPROVING A PSYCHOTROPIC DRUG REIMBURSEMENT PROGRAM FUNDING AGREEMENT BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR FY2023:

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

WHEREAS, the Delaware County Sheriff and staff recommend the Psychotropic Drug Reimbursement Program Funding Agreement between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Board of Commissioners for FY2023;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Psychotropic Drug Reimbursement Program Funding Agreement between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Board of Commissioners for FY2023:

**Psychotropic Drug Reimbursement Program Funding Agreement between the
Delaware-Morrow Mental Health & Recovery Services Board
and the
Delaware County Board of Commissioners
FY2023**

This Agreement is by and between the Delaware-Morrow Mental Health & Recovery Services Board, 40 N. Sandusky Street, Suite 301, Delaware, Ohio 43015, (hereinafter "Board"), and the Delaware County Board of County Commissioners, 91 North Sandusky St., Delaware, Ohio 43015 ("BOC").

Whereas, Pursuant to Ohio Revised Code §5119.19, Ohio has established a Psychotropic Drug Reimbursement Program (hereinafter "Program") to provide reimbursement to counties for the cost of psychotropic drugs that are dispensed to inmates of county jails in Ohio, including the Delaware County Jail;

Whereas, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is responsible for implementing and administering the Program;

Whereas, the amount of reimbursement to be provided to the BOC by OhioMHAS under the Program shall be processed through Board;

Whereas, Board and the BOC wish to set forth their mutual understanding with respect to this funding arrangement.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

- 1. Reimbursement Process.
 - a. The BOC must comply with OhioMHAS reimbursement request requirements and deadlines in order to be eligible for Program reimbursement for each of two reporting

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periods; (July 1, 2022 – December 31, 2022 and January 1, 2023 to June 30, 2023).

b. Funding amounts available to the County Jail for both reporting periods shall not exceed a total calculated and allotted in accordance with the Program funding formula established by OhioMHAS, subject to and including any rules hereafter adopted by the Director, OhioMHAS.

c. Board will draw-down funds once available from OhioMHAS via the Grants and Funding Management System and shall notify the BOC that the funds are being processed.

d. The BOC shall submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS.

e. Payment shall be made to the BOC after funds are received by Board.

f. Board shall not be liable for any payments under this Agreement other than amounts made available to Board by OhioMHAS for payment to the BOC under the Program for each Program Reporting Period.

g. Questions regarding reimbursement reporting, process and amounts should be directed to OhioMHAS.

2. Agreement Term

The term of this Agreement shall be effective July 1, 2022 continuing to June 30, 2023.

3. Information and Audits

Both Parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

4. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

5. Compliance with Legal Requirements

The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.

6. Entire Agreement

It is acknowledged by the Parties that this Agreement represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.

7. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

8. Liabilities of the Parties

The parties are governmental entities/political subdivisions and lack authority to indemnify. Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

9. No Third-Party Beneficiaries/Assignment

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

10. Applicable Law

The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof and venue shall be in Delaware County, Ohio.

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

8

RESOLUTION NO. 24-427

IN THE MATTER OF APPROVING A PSYCHOTROPIC DRUG REIMBURSEMENT PROGRAM FUNDING AGREEMENT BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR FY2024:

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

WHEREAS, the Delaware County Sheriff and staff recommend the Psychotropic Drug Reimbursement Program Funding Agreement between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Board of Commissioners for FY2024;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Psychotropic Drug Reimbursement Program Funding Agreement between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Board of Commissioners for FY2024:

**Psychotropic Drug Reimbursement Program Funding Agreement between the
Delaware-Morrow Mental Health & Recovery Services Board
and the
Delaware County Board of Commissioners
FY2024**

This Agreement is by and between the Delaware-Morrow Mental Health & Recovery Services Board, 40 N. Sandusky Street, Suite 301, Delaware, Ohio, 43015, (hereinafter "Board"), and the Delaware County Board of County Commissioners, 91 North Sandusky St., Delaware, Ohio 43015 ("BOC").

Whereas, Pursuant to Ohio Revised Code §5119.19, Ohio has established a Psychotropic Drug Reimbursement Program (hereinafter "Program") to provide reimbursement to counties for the cost of psychotropic drugs that are dispensed to inmates of county jails in Ohio, including the Delaware County Jail;

Whereas, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is responsible for implementing and administering the Program;

Whereas, the amount of reimbursement to be provided to the BOC by OhioMHAS under the Program shall be processed through Board;

Whereas, Board and the BOC wish to set forth their mutual understanding with respect to this funding arrangement.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Reimbursement Process.
 - a. The BOC must comply with OhioMHAS reimbursement request requirements and deadlines in order to be eligible for Program reimbursement for each of two reporting periods; (July 1, 2023 - December 31, 2023 and January 1, 2024 to June 30, 2024).
 - b. Funding amounts available to the County Jail for both reporting periods shall not exceed a total calculated and allotted in accordance with the Program funding formula established by OhioMHAS, subject to and including any rules hereafter adopted by the Director, OhioMHAS.
 - c. Board will draw-down funds once available from OhioMHAS via the Grants and Funding Management System and shall notify the BOC that the funds are being processed.
 - d. The BOC shall submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS.
 - e. Payment shall be made to the BOC after funds are received by Board.
 - f. Board shall not be liable for any payments under this Agreement other than amounts made available to Board by OhioMHAS for payment to the BOC under the Program for each Program Reporting Period.
 - g. Questions regarding reimbursement reporting, process and amounts should be directed to OhioMHAS.
2. Agreement Term
The term of this Agreement shall be effective July 1, 2023 continuing to June 30, 2024.
3. Information and Audits

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Both Parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

4. Relationship of the Parties.
The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
5. Compliance with Legal Requirements
The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.
6. Entire Agreement
It is acknowledged by the Parties that this Agreement represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.
7. Amendment
No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.
8. Liabilities of the Parties
The parties are governmental entities / political subdivisions and lack authority to indemnify. Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.
9. No Third-Party Beneficiaries/Assignment
Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.
10. Applicable Law
The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof and venue shall be in Delaware County, Ohio.

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

9

RESOLUTION NO. 24-428

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for one (1) new motor vehicle;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to purchase one (1) new motor vehicle for use by the County Sheriff or his employees, at a total estimated cost not to exceed \$42,137.00.

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff

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and the County Auditor.

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

**10
RESOLUTION NO. 24-429**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, APPROPRIATION REDUCTIONS, A REVENUE REVISION AND AN ADVANCE OF FUNDS:

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

Supplemental Appropriation		
10031301-5450	Sheriff Deputies/Machinery & Equip (>\$5,000)	17,403.00
30711343-5601	Healthy Aging Grant/Grants In Aid	4,331.00
Appropriation Reduction		
42311453-5450	Capital Acquisitions & Project/Machinery & Equip (>\$5,000)	17,403.00
Revenue Revision Increase		
30711343-4509	Healthy Aging Grant/Federal Grants A	4,331.00

RESCIND ADVANCE OF FUNDS		
From	To	
21411306-8500	30311341-8400	1,971.00
911/Advance Out	911 Retention ARPA/Advance In	

ADVANCE OF FUNDS		
From	To	
10011102-8500	30311341-8400	1,971.00
Commissioners General/Advance Out	911 Retention ARPA/Advance In	

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

**11
RESOLUTION NO. 24-430**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LEPI ENTERPRISES, INC., FOR THE DELAWARE COUNTY LEAD SAFE OHIO GENERAL CONTRACTOR SERVICES:

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

Delaware County Lead Safe Ohio General Contractor Services Bid Opening of May 22, 2024

WHEREAS, as the result of the above referenced bid opening, the Director of Finance recommends that a bid award be made to Lepi Enterprises, Inc., as the lowest responsive bid; and

WHEREAS, the Director of Finance further recommends approval of the contract between the Delaware County Commissioners and Lepi Enterprises, Inc., for the project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to Lepi Enterprises, Inc., and approves the following Agreement and Contract Addendum No. 1 to the Agreement:

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR LEAD SAFE OHIO 2024-2026 TERM CONTRACT, PART OF DELAWARE COUNTY COMMISSIONERS

This Agreement is by and between the Delaware County Board of Commissioners (“County”) and Lepi Enterprises, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in General Conditions and Supplementary Conditions.

County and Contractor hereby agree as follows:

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ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in Contract Documents.

ARTICLE 2—THE PROJECT (G&A PROJECT NO. GA24-007)

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lead Safe Ohio Program Work, which among other requirements of the Contract Documents, shall be completed in a lead-safe manner in order to protect workmen and occupants.

ARTICLE 3—ENGINEER

3.01 County has retained Gandee & Associates, Inc. (“Engineer”) to act as County’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in Contract Documents.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times and Milestones

Bidder agrees that Work will be completed on or before February 28, 2026, with Milestone Dates being established per Section 01 22 50, and be ready for final payment (in accordance with Paragraph 15.06 of General Conditions) on or before March 20, 2026.

4.03 **Liquidated Damages**

A. Contractor and County recognize that time is of the essence as stated in Paragraph 4.01 above and that County will suffer financial and other losses if the Work is not completed and Milestones, if any, not achieved within Contract Times, as duly modified. Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay County \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay County \$100 for each day that expires after such time until Work is completed and ready for final payment.
3. *Milestones*: Contractor shall pay County \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of a given Milestone, until Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently. However, if Contractor simultaneously fails to achieve two or more Milestones, County shall be entitled to recover the Sum of associated Liquidated Damages per day rates.

B. If County recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are County’s sole and exclusive remedy for such delay, and County is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 **Special Damages**

A. Contractor shall reimburse County (1) for any fines or penalties imposed on County as a direct result of the Contractor’s failure to attain Substantial Completion or Milestone(s) according to the Contract Times, and (2) for the actual costs reasonably incurred by County for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02, until the Work is substantially complete. Refer to Section 01 11 01, Paragraph 1.02.H for additional information regarding Engineer’s fees.

B. After Contractor achieves Milestone or Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse County for the actual costs reasonably incurred by County for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

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Refer to Section 01 11 01, Paragraph 1.02.H for additional information regarding Engineer's fees.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01** County shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Base Bid Price, including Total Cost (Unit Cost/Crew Output Schedule) and Cash Allowances (per General Conditions, Paragraph 13.02): **\$400,947.36**
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit A, and as modified in Contract Addendum No. 1, attached hereto.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01** Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of General Conditions. Applications for Payment will be processed by Engineer as provided in General Conditions.
- 6.02** Progress Payments; Retainage
- A. County shall make progress payments on the basis of Contractor's Applications for Payment within 30 days of date Engineer recommends acceptance of Application for Payment as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet requirements of Contract. All such payments will be measured by the Schedule of Values established as provided in General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 92 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to County and Engineer, then as long as the character and progress of the Work remain satisfactory to County and Engineer, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, County shall pay an amount sufficient to increase total payments to Contractor to 100 percent of Work completed, less such amounts set off by County pursuant to Paragraph 15.01.E of General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03** Final Payment
- A. Upon final completion and acceptance of the Work, County shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of General Conditions.
- 6.04** Consent of Surety
- A. County will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01** Contents
- A. Contract Documents consist of the following:
1. This Agreement.
 2. Notice of Award.
 3. Contractor's Bid Form marked Exhibit A.
 4. Bonds marked as Exhibit B.
 5. General Conditions.
 6. Supplementary Conditions.

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7. Contract Addendum.
8. Specifications as listed in the Table of Contents of Project Manual (copy of list attached).
9. Addenda (numbers 1, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond
- B. Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce County to enter into this Contract, Contractor makes the same representations (albeit as Contract Documents for purposes of this Agreement) that it made when preparing its Bid as noted in Paragraph 7.01 of Bid Form (Exhibit A).

8.02 Contractor's Certifications

- A. Contractor certifies the following:
 1. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract as it made when preparing its Bid. For the purposes of this Paragraph 8.02.A:
 - a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract Execution.
 - b. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence bidding process or execution of Contract to detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition.
 - c. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
 - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect execution of Contract.
 2. Contractor is not subject to a finding for recovery under Ohio Revised Code (ORC) Section 9.24, or has taken appropriate remedial steps required under ORC Section 9.24, or otherwise qualifies under this Section.

8.03 Standard General Conditions

- A. County stipulates that if General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for Construction Contract (2018), published by Engineers Joint Contract Documents Committee, and if County is the party that has furnished said General Conditions, then County has plainly shown all modifications to standard wording of such published document to Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in Supplementary Conditions.

Vote on Motion

Mr. Merrell Aye

Mr. Benton Aye

Mrs. Lewis Aye

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TIFFANY MAAG, DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT

MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS

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13
ADMINISTRATOR REPORTS

DCA Huston – Nothing to report.

Attorney Hochstettler – Nothing to report.

14
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis – Nothing to report.

Commissioner Benton – All 3 Commissioners attended a meeting to discuss the possibility of a Children’s Museum in Delaware County.

Commissioner Merrell – Discussed the possible Children’s Museum with Commissioner Benton and Commissioner Lewis. They would like to recommend Justin Nahvi, Delaware County Director of Finance to serve on this upcoming committee. Mr. Merrell will also be attending a Regional Planning meeting today.

15
RESOLUTION NO. 24-431

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISMISSAL, DICIPLINE, PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Employment, Dismissal, Discipline, Promotion and Compensation of a Public Employee or Public Official and for Collective Bargaining.

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

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RESOLUTION NO. 24-432

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

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Gary Merrell

Jennifer Walraven, Clerk to the Commissioners