

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 8, 2024**

		109 N SANDUSKY		
R2403833	T-MOBILE	CELL PHONES	22411605 - 5330	\$ 4,999.00
R2403833	T-MOBILE	FCFC CELL PHONES	70161603 - 5330	\$ 100.00

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

**4
RESOLUTION NO. 24-535**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 60.836 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE CITY OF SUNBURY:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to acknowledge that on June 25, 2024, the Clerk to the Board of Commissioners received a petition requesting annexation of 60.836 acres, from Berkshire Township to the City of Sunbury.

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

**5
RESOLUTION NO. 24-536**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Guardianship Services Board is requesting that Eric Penkal, Brandy McCoy, Marla Hobson and Elizabeth Ramey attend the National Guardianship Association Conference on October 18-22, 2024 in Long Beach, CA; at the cost of \$7,090.00.

The Regional Sewer District is requesting that Tiffany Maag, Erik McPeek, Jeff Hall and Jason Watts attend the 2024 WEFTEC Conference on October 6-9, 2024 in New Orleans, LA; at the cost of \$6,260.00.

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

**6
RESOLUTION NO. 24-537**

IN THE MATTER OF AUTHORIZING THE PURCHASE OF POWER STRETCHERS FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has before it a request from the Delaware County Emergency Medical Services Department to expend county monies for the purchase of two new Power-Load systems and Stretchers; and

WHEREAS, all new front-line Ambulances in the Delaware County fleet shall be outfitted with Power-Load systems and Stretchers; and

WHEREAS, the Board is a member of Savvik Buying Group's cooperative purchasing program (the "Program"), and the Power-Load systems and Stretchers are available for purchase through the Program, in accordance with section 9.48 of the Revised Code;

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

Section 1. The Board hereby authorizes the purchase of two new Stretchers and Power-Load systems for the use of the Delaware County Emergency Medical Services Department at the total cost of \$131,444.00.

Section 2. The purchase authorized herein shall be from Stryker Medical, in accordance with Program Bid #10345 and Stryker Quote Number 10939074, dated June 17, 2024, which are hereby approved.

Section 3. The Board hereby approves the purchase order to Stryker Medical for the purchase authorized herein from 42311453/5450.

Section 4. This Resolution shall take immediate effect upon passage.

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

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RESOLUTION NO. 24-538

IN THE MATTER OF RANKING THE PROPOSALS SUBMITTED FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES BILLING:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for Delaware County emergency medical services billing, pursuant to section 307.862 of the Revised Code; and

WHEREAS, the Board received three (3) proposals, which were submitted to an evaluation team to evaluate and rank the proposals in accordance with the request for proposals; and

WHEREAS, the evaluation team has determined that the proposals received were responsive to the request for proposals and has completed its ranking of the responsive proposals;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the ranking of the proposals submitted for Delaware County emergency medical services billing as follows: (1) Quick Med Claims; (2) EMS – MC; (3) Medicount;

BE IT FURTHER RESOLVED that the Board hereby directs the County Administrator and the evaluation team to conduct contract negotiations with Quick Med Claims, the offeror whose proposal was determined to be the most advantageous to Delaware County.

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

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RESOLUTION NO. 24-539

IN THE MATTER OF ACCEPTING THE SHERIFF’S OFFICE BUDGET ESTIMATING THE COST OF OPERATING THE JAIL AND FEEDING ITS INMATES FOR 2025:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to accept the Sheriff’s Office Budget estimating the cost of operating the jail and feeding its inmates for 2025.

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

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

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RESOLUTION NO. 24-540

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE COMMON PLEAS COURT, DOMESTIC RELATIONS DIVISION, AND ELECTRONIC SPECIALTY COMPANY TO PURCHASE VIDEO CONFERENCING EQUIPMENT:

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

WHEREAS, the Judge of the Domestic Relations Division and staff recommend approval of an agreement by and between the Delaware County Board of Commissioners, the Common Pleas Court, Domestic Relations Division, and Electronic Specialty Company to purchase Video Conferencing Equipment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement by and between the Delaware County Board of Commissioners, the Common Pleas Court, Domestic Relations Division, and Electronic Specialty Company to purchase Video Conferencing Equipment, as follows:

AGREEMENT TO PURCHASE VIDEO CONFERENCING EQUIPMENT

This Agreement is entered into this July 8, 2024 by and between the Board of Commissioners, Delaware County, Ohio (“BOC”), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Common Pleas Court, Domestic Relations Division, Delaware County, Ohio (“Court”), whose principal place of business is located at 117 North Union Street, 400 Level, Delaware, Ohio 43015 (Court and BOC collectively “County”) and Electronic Specialty Company or ESCOM (“ESC”), whose principal place of business is located at 1325 Dunbar Avenue, P.O. Box 4, Dunbar, West Virginia 25064 (individually “Party,” collectively, “Parties”).

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which ESC will provide to the Court video conferencing equipment (“Equipment”) and services related to the Equipment, including,

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but not limited to, installation and training (“Services”).

2. SCOPE OF SERVICES

ESC shall provide to the Court the Equipment and Services as listed in Exhibit A. All work shall be performed in the time and manner indicated on the Exhibit. ESC shall coordinate and schedule the performance of all Services in advance with the court administrator. All Services shall be performed when the Court is not in session and hearings are not being held.

3. FINANCIAL AGREEMENT

A. Fees.

In exchange for ESC satisfactorily providing the Equipment and performing the Services, as solely determined by the Court, the Court shall pay ESC a total fee of \$70,398.00.

B. Maximum Payment

The maximum amount payable pursuant to this Agreement is \$70,398.00.

C. Taxes

The County and all boards, departments, offices, and agencies thereof are exempt from all federal, state, and local taxes. As such, the Court shall not be invoiced for and shall not pay any taxes. A tax-exempt certificate shall be provided to ESC upon request.

D. Competitive Bidding Not Required

Per R.C. § 307.86, this Agreement is not required to be competitively bid.

E. Invoice and Payment

To receive payment, ESC shall:

- Submit to the Court a completed federal IRS W-9 form (Exhibit B).
- Submit to the Court a proper detailed invoice. A proper detailed invoice is defined as an invoice free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:
 - ESC's full name, address, telephone number, and facsimile number;
 - Name of a contact person with ESC in charge of billing, including a telephone number and email address for such contact person;
 - ESC's federal employer identification number;
 - Court's full name and address;
 - Detail, including, but not limited to, a description of the Equipment and Services provided.
 - Itemized costs, including, but not limited to, unit prices, rates, applicable discounts, the formula/means of arriving at the total amount owed, and total amount owed.

As applicable, the invoice shall be accompanied by documentation, satisfactory to the Court, supporting the invoiced amount.

Upon submission of a proper detailed invoice and, if applicable, any accompanying documentation, payment shall be made to ESC within thirty (30) days of the date of the invoice.

Defective invoices shall be returned to ESC noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

4. INDEPENDENT CONTRACTOR

ESC agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

ESC assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for performance of this Agreement and/or the provision of the Equipment and Services.

ESC and/or its officers, officials, directors, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the County, including the BOC and Court, or Delaware County, Ohio.

**5. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS**

The County is a public employer as defined in R.C. § 145.01(D). The County has classified ESC as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of ESC and/or any of its officers, officials, directors, employees, representatives, agents, and/or volunteers for

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performance of this Agreement and/or the provision of the Equipment and Services. ESC acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If ESC is an individual or has less than five (5) employees, ESC, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Non-Member Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this Agreement as Exhibit C. The Court shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If ESC has five (5) or more employees, ESC, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Owen S. Higgins II President Electronic Specialty Company	Date
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6. INDEMNITY

ESC shall provide indemnity as follows:

- A. To the fullest extent of the law and without limitation, ESC agrees to and shall indemnify and hold free and harmless the County, including the BOC and Court, and Delaware County, Ohio, and all of their respective boards, officers, officials, directors, employees, volunteers, agents, and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to, attorney’s fees, arising out of or resulting from any accident, damage, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to ESC’s or any subcontractor’s performance of this Agreement or the actions, inactions, or omissions of ESC or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of ESC’s or any subcontractor’s boards, officers, officials, directors, employees, volunteers, agents, or representatives. ESC agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that ESC shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. ESC further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that ESC shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney’s fees.

- B. ESC shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of ESC, its subcontractors, and/or their respective boards, officers, officials, directors, employees, volunteers, agents, or representatives.

7. INSURANCE

ESC shall be appropriately bonded and shall carry and maintain throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverage limits.

- A. Commercial General Liability Insurance with minimum coverage limits of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used. This insurance shall include, but not be limited to, the following coverage:
 1. Premises-Operations
 2. Product and Completed Operation
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury

- B. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with minimum coverage limits of at least two million dollars (\$2,000,000.00).

- C. Worker’s Compensation Insurance/Employers Liability Insurance as required by Ohio law and any other state in which work will be performed.

- D. If vehicles are to be used by ESC in connection with this Agreement, Auto/Vehicle Liability

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Insurance covering all owned, leased, non-owned, and/or hired vehicles so used with minimum coverage limits of at least one million dollars (\$1,000,000.00) (Combined Single Limit) or, five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per accident for bodily injury and five hundred thousand dollars (\$500,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

Prior to commencement of this Agreement, ESC shall present to the Court current certificates of insurance for the required insurance. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf. The County, including the BOC and Court, and Delaware County, Ohio shall be named as additional insureds on all required policy(ies) of insurance and listed as such on the certificates of insurance.

ESC shall be responsible for any and all premiums for all required policy(ies) of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide at least thirty (30) days written notice to Court before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place. Acknowledgment of such requirement shall be shown on the provided certificates of insurance.

If there is any change in insurance carrier or liability amounts and/or upon renewal, new certificates of insurance must be provided to the Court within seven (7) calendar days of change or renewal.

During the term of this Agreement, the Court may require ESC to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County, including the BOC and Court, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

8. WARRANTY

ESC shall provide the warranties on the Equipment, Services, and labor as listed on Exhibit A and shall promptly transfer to the County any and all warranties on Equipment used or installed by ESC pursuant to this Agreement. ESC also hereby warrants that all of its and its subcontractor's officers, officials, directors, employees, volunteers, agents, and representatives that will perform this Agreement will be at the time of performance, legally and properly trained and/or licensed to perform the tasks they are required to perform under this Agreement. ESC additionally hereby warrants that the Equipment, Services, and labor that it provides pursuant to this Agreement are correct, accurate, performed properly, and are free from defect. ESC, without cost to the Court, shall promptly and properly fix, correct, re-perform, and/or replace the Equipment, Services, and labor or any portion thereof provided pursuant to this Agreement that, in the sole discretion of the Court, is/are defective and/or not satisfactorily performed.

9. NO CONFIDENTIALITY OF QUOTES

ESC understands and agrees that Exhibit A, despite being designated on its face as confidential, is not confidential and may be a disclosed as a public record.

10. LICENSES

ESC certifies and warrants that it, its employees, and/or subcontractors have obtained and maintain current all approvals, licenses, including contractor's licenses and operator (driver's) licenses, certifications, permits, and/or other qualifications or prerequisites (collectively "Licenses") necessary to fully perform this Agreement and to conduct business in the state of Ohio. ESC further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason. Proof of such Licenses shall be promptly provided upon request.

11. ACCESS TO RECORDS

At any time during regular business hours, with reasonable notice, and as often as the Court or other agency or individual authorized by the Court may deem necessary, ESC shall make available to any or all the above-named parties or their authorized representatives, at no cost, all contracts, subcontracts, invoices, receipts, reports, documents, and all other information or data, regardless of form or media, relating to all matters covered by this Agreement (collectively "Records"). The Court and the above-named parties shall be permitted by ESC and shall be entitled to inspect or audit and/or make excerpts, copies, and/or transcripts of the Records.

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12. RETENTION OF RECORDS

For a minimum of three (3) years after all Equipment and Services are provided under this Agreement and ESC has received all compensation for the same or termination of this Agreement, or longer as may be required by any applicable County or Court records retention schedule, ESC shall retain and maintain and assure that all of its subcontractors retain and maintain all Records. If an audit, litigation, or other action related to this Agreement is initiated during the term of this Agreement, the three (3) year retention period, or applicable retention period under any records retention schedule, whichever is longest, ESC shall retain and maintain, and assure that all of its subcontractors retain and maintain the Records until the action is concluded and all issues are resolved, the three (3) years have expired, or the applicable retention period has expired, whichever occurs last.

13. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

The Court may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to ESC.

The Parties may terminate this Agreement at any time and for any reason upon the mutual written and signed consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of such termination to the other Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that ESC shall be entitled to receive compensation for any Equipment and/or Services satisfactorily provided hereunder, as solely determined by the Court, through the date specified on the notice as the effective date of termination. All unearned compensation shall be immediately refunded by ESC to the Court.

If the Agreement is terminated pursuant to this Section, ESC shall have no cause of action against the County, including the BOC and Court, and/or Delaware County, Ohio, except for a cause of action for non-payment for Equipment and/or Services rendered prior to the effective date of termination. The County, without limitation, retains and reserves and may exercise any available administrative, contractual, or equitable rights, legal actions, or remedies.

14. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, any waiver shall be approved by the Court.

15. NOTICES

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail, return receipt requested, by nationally recognized and reputable overnight courier, return receipt requested, by email, read receipt requested, or hand delivered to the following individuals at the following addresses and shall be effective on the date sent or hand delivered:

COURT

Larry McQuain
Court Administrator
Delaware County Common Pleas Court
Domestic Relations Division
117 North Union Street, 400 Level
Delaware, OH 43015

Email:

lmcquain@co.delaware.oh.us

ESC

Owen S. Higgins II
President
Electronic Specialty Company

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1325 Dunbar Avenue
P.O. Box 4
Dunbar, WV 25064

Email:
Shane@electronicspecialty.com

16. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Owen S. Higgins II	Date
President	
Electronic Specialty Company	

17. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES

ESC, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Owen S. Higgins II	Date
President	
Electronic Specialty Company	

18. NON-DISCRIMINATION/EQUAL OPPORTUNITY/CIVIL RIGHTS

ESC agrees to both of the following:

- A. That, in the hiring of employees for the performance of work under the this Agreement or any subcontract, neither ESC nor any subcontractor, by reason of race, color, religion, sex, sexual orientation, transgender status, age, disability or military status as defined in R.C. § 4112.01, 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;
- B. That ESC, its subcontractors, or person acting on behalf of ESC or any of its subcontractors shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, transgender status, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.

ESC agrees to the above and, by the signature of its authorized representative on attached Exhibit D (Non-Discrimination/Equal Opportunity/Civil Rights), agrees to the requirements contained in said exhibit and certifies that it complies with all applicable federal, state, and local laws regarding non-discrimination, equal opportunity, and/or civil rights and will not discriminate.

19. PROHIBITED INTEREST

ESC agrees that no employee of the County during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. ESC agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year after the date all Equipment and Services are provided under this Agreement and ESC has received all compensation for the same or termination of this Agreement without the prior express signed written consent of the County.

20. CONFLICT OF INTEREST

ESC is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit ESC from entering this Agreement and agrees to immediately notify the Court when and if it becomes aware of any actual or potential conflict(s) of interest that arises during the term of the Agreement.

21. DRUG FREE ENVIRONMENT

ESC agrees to comply with all applicable federal, state, and local laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. ESC shall make a good faith effort to ensure that all of its employees, when performing this Agreement, will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

22. COUNTY/COURT POLICIES

ESC shall be bound by, conform to, comply with, and abide by all current applicable Court and Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use & CyberSecurity Policy, Social Media Policy, and Internet Use Policy (collectively “County Policy”) and shall require any and all of its boards, board members, officers, officials, directors, employees,

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representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County (collectively "Employees") and subcontractors to comply with County Policy and shall be responsible for such compliance. Notwithstanding any other termination provision of this Agreement, the County may, in its sole discretion, immediately terminate this Agreement for failure of ESC or any of its Employees or subcontractors to comply with County Policy. Copies of Court and County Policy are available upon request or County Policy is available online at: <http://www.co.delaware.oh.us/index.php/policies>.

The Court and County reserve the authority to change, amend, replace, enact, repeal, and/or rescind Court and/or County Policy at any time and without notice.

23. AUDIT

ESC agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. ESC agrees to reimburse the Court the amount of any identified audit exception.

24. SUBCONTRACTING

ESC may subcontract any portion of this Agreement with prior written approval of the Court, such approval not to be unreasonably withheld. If all or any portion of this Agreement is subcontracted, any subcontractor shall be bound by all applicable terms of this Agreement and ESC shall continue to act as the prime contractor for all subcontracted work and shall assume full responsibility for the performance of the work. ESC shall remain the sole point of contact and shall be ultimately responsible for the performance of the work.

25. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the prior express signed written consent of the County, except that ESC may assign this Agreement to a successor in interest in all its business.

26. AUTHORITY

The County is authorized by including, but not limited to, R.C §§ 307.01 and 307.843 to enter this Agreement.

27. NO EXCLUSIVITY

ESC shall not be an exclusive provider to the Court. The Court, in the Court's sole discretion, may utilize other contractors to provide or perform the same or similar products, work, or services.

28. GOVERNING LAW, JURSDICTION, AND VENUE

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 an appropriate court in the State of Ohio and such courts shall be deemed to have jurisdiction and venue. The Parties hereby irrevocably consent to such applicable law, venue, and jurisdiction.

29. INCORPORATION OF EXHIBITS

The following exhibits are attached to this Agreement and by this reference incorporated into and made a part of this Agreement:

- Exhibit A - ESC Quote 24-0117-01
- Exhibit B – IRS W-9
- Exhibit C - OPERS Form
- Exhibit D - Non-Discrimination/Equal Opportunity/Civil Rights

To the extent that any terms and conditions of this Agreement conflict with those contained in the attached exhibits, the terms and conditions of this Agreement shall prevail.

30. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

31. DRAFTING

This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

32. SURVIVAL

Sections 2 (Scope of Services), 6 (Indemnity), 7 (Insurance), 8 (Warranty), 9 (No Confidentiality of Quotes), 11 (Access to Records), 12 (Retention of Records), 14 (Waiver), 15 (Notices), 19 (Prohibited Interest), 20 (Conflict of Interest), 22 (County/Court Policies), 23 (Audit), 28 (Governing Law, Jurisdiction, and Venue), 29 (Incorporation of Exhibits), 32 (Survival), 34 (Severability), 36 (Signatures), and 37 (Entire Contract) shall survive termination or expiration of this Agreement.

33. FORCE MAJEURE

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A. The Parties shall be temporarily excused from performance under this Agreement and shall not be entitled to impose any penalty as a result of any delay in performance or interruption of payments caused by reason of war, insurrection, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, epidemic, pandemic, strike, supplier and third party failure, lockouts, or labor difficulties, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties (“*Force Majeure*”). Such excusal from performance or interruption of payments shall continue until such *Force Majeure* ceases to exist or the Agreement is terminated as provided herein. Any Party affected by a *Force Majeure* shall immediately provide written notice of such *Force Majeure* to the other Party and make every effort to expeditiously resolve the *Force Majeure* and resume performance.

34. SEVERABILITY

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

35. COUNTERPARTS

This Agreement may be executed in counterparts.

36. SIGNATURES

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.

37. ENTIRE CONTRACT

This Agreement, including its exhibits, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, whether written or oral, and may only be amended in writing with the mutual written and signed consent of the Parties.

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

**10
RESOLUTION NO. 24-541**

IN THE MATTER OF APPROVING THE RENEWAL SERVICES AGREEMENT AND ORDER FORM TO THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND OPENGOV, INC. FOR SOFTWARE SERVICES:

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

WHEREAS, pursuant to Resolution No. 19-651, adopted on July 8, 2019, the Delaware County Board of Commissioners approved a Services Agreement with OpenGov, Inc.; and

WHEREAS, pursuant to Resolution No. 20-892, adopted on October 8, 2020, the Delaware County Board of Commissioners approved an additional Order Form to the Services Agreement with OpenGov, Inc.; and

WHEREAS, the County Administrator and the Director of Finance recommend approval of the renewal Services Agreement and Order Form to the Services Agreement by and between the Delaware County Board of Commissioners and OpenGov, Inc. for software services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the renewal Services Agreement and Order Form to the Services Agreement with OpenGov, Inc. for software services:

(Refer to Order Form below)

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OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-000H12493
Created On: 5/29/2024
Order Form Expiration: 6/27/2024
Subscription Start Date: 6/28/2024
Subscription End Date: 6/27/2027

Prepared By: Margarita Kuntz
Email: rkuntz@opengov.com
Contract Term: 36 Months

Customer Information		Contact Name: Justin Nahvi	
Customer:	County of Delaware, OH	Email:	jinahvi@co.delaware.oh.us
Bill To/Ship To:	101 N. Sandusky Street Delaware, Ohio 43015 United States		

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:	Product / Service	Start Date	End Date	Annual Fee
	Budgeting & Planning	6/28/2024	6/27/2025	\$72,800.00
	Premium Support	6/28/2024	6/27/2025	\$8,398.00
	Budgeting & Planning	6/28/2025	6/27/2026	\$75,712.00
	Premium Support	6/28/2025	6/27/2026	\$8,733.92
	Budgeting & Planning	6/28/2026	6/27/2027	\$78,740.48
	Premium Support	6/28/2026	6/27/2027	\$9,083.28

Service Term:		Annual Subscription Total:	See Service Terms
Service Date:	Amount:		
June 28, 2024	\$81,198.00		(Annual Software Fee)
June 28, 2025	\$84,445.92		(Annual Software Fee)
June 28, 2026	\$87,823.76		(Annual Software Fee)

Order Form Legal Terms
This Order Form incorporates the OpenGov Software Services Agreement ("SSA") between Customer and OpenGov dated July, 19, 2019.
The "Agreement" consists of the Order Form, SSA, and, if Professional Services are purchased, the Statement of Work.
Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.
By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

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

**11
RESOLUTION NO. 24-542**

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Deputy County Administrator/Director of Administrative Services recommends approval of a Request for Proposals for Workers' Compensation Third Party Administrator Services for Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Request for Proposals for Workers' Compensation Third Party Administrator Services for Delaware County, Ohio and authorizes the following Public Notice:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners is seeking competitive sealed proposals from qualified firms for workers' compensation third party administrator services. Proposals will be received at the Delaware County Commissioners' Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **3:30 p.m. on Friday, July 26, 2024**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents, with only names of offerors to be read aloud. One (1) original and four (4) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Human Resources office, 91 North Sandusky Street, Delaware, Ohio, during normal

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business hours. A pre-submission conference will be held at 91 North Sandusky Street, 3rd Floor, Delaware, Ohio on **July 12, 2024, at 3:00 p.m.** All offerors are strongly encouraged to attend.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. The Delaware County Board of Commissioners may award a contract to the offeror submitting the proposal deemed most advantageous to Delaware County in the Board’s sole discretion.

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

**12
RESOLUTION NO. 24-543**

IN THE MATTER OF AUTHORIZING THE PERFORMANCE OF A COST ANALYSIS STUDY TO DETERMINE THE COSTS OF THE DELAWARE COUNTY DOG SHELTER OF PROVIDING THE SERVICES REQUIRED UNDER SECTIONS 955.12, 955.15, AND 955.16 OF THE REVISED CODE:

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

WHEREAS, pursuant to section 955.17 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may adopt a resolution authorizing the county to perform a cost-analysis study to determine the costs to the county of providing the services required under sections 955.12, 955.15, and 955.16 of the Revised Code; and

WHEREAS, the resolution authorizing the cost-analysis study shall define the scope of the study and shall itemize each cost to be analyzed, which shall include the direct costs to the county of performing the services required under sections 955.12, 955.15, and 955.16 of the Revised Code and, if the Board so desires, may include any reasonable indirect costs determined by the Board to be incurred by other county offices in helping the dog warden perform his duties under those sections; and

WHEREAS, the Deputy County Administrator/Director of Administrative Services and the Delaware County Dog Warden jointly recommend that the county perform a cost-analysis study in accordance with section 955.17 of the Revised Code, including both direct costs and indirect costs;

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

Section 1. The Board hereby authorizes the Delaware County Dog Warden, in conjunction with the Deputy County Administrator/Director of Administrative Services, the Director of Finance, and the Delaware County Auditor, to perform a cost-analysis study to determine the costs to the county of providing the services required under sections 955.12, 955.15, and 955.16 of the Revised Code.

Section 2. The study shall include the direct costs to the county of performing the services required under sections 955.12, 955.15, and 955.16 of the Revised Code and any reasonable indirect costs incurred by other county offices in helping the dog warden perform his duties under those sections. Specifically, the study shall include the following: (a) costs related to filing affidavits and issuing orders to seize dogs; (b) costs related to seizing dogs and delivering seized dogs to the dog shelter or other receiving facilities; (c) costs related to serving or posting notices to owners of dogs; (d) costs related to housing and feeding dogs; (e) costs related to the humane destruction of dogs; (f) costs related to selling or placing dogs for adoption; (g) costs related to the surrender of dogs to the custody of the dog warden; and (h) any other costs of miscellaneous services of the Delaware County Dog Warden, as defined in section 955.17(E) of the Revised Code.

Section 3. Upon completion of the study as authorized herein, the Delaware County Dog Warden shall submit the study to the Board, which shall then hold a public hearing to consider any proposed fees that are suggested by the conclusions of the study, in accordance with section 955.17(C) of the Revised Code.

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

**13
RESOLUTION NO. 24-544**

IN THE MATTER OF APPROVING A REQUEST FOR STATEMENTS OF QUALIFICATIONS ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD FOR THE NEW SOCIAL SERVICES ADMINISTRATION FACILITY FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Director of Facilities recommends approval of the request for Statements of Qualifications

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Architectural / Engineering Design Services as Architect-of-Record for the New Social Services Administration Facility for Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves request for Statements of Qualifications Architectural / Engineering Design Services as Architect-of-Record for the New Social Services Administration Facility for Delaware County, Ohio and authorizes the following Public Notice:

**PUBLIC NOTICE
REQUEST FOR STATEMENTS OF QUALIFICATIONS
ARCHITECTURAL / ENGINEERING DESIGN SERVICES AS ARCHITECT-OF-RECORD
NEW SOCIAL SERVICES ADMINISTRATION FACILITY
FOR DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners (Owner), in accordance with Section 153.67 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced architectural/engineering firms to assist the County in the design and engineering for a new Social Services Administration Facility.

The work may involve, but is not limited to, physical assessments, planning, programming and conceptual design, budget estimating, detail design development, construction documents, construction contract administration, and other associated services.

The complete Request for Qualifications may be obtained at the County's web page, <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 91 North Sandusky, Delaware, Ohio during normal business hours.

Statements of Qualifications will be received at the Delaware County Commissioners' Office, Attention: Mr. Jon Melvin, Director of Facilities, 91 N Sandusky Street, Delaware, OH 43015 until 4:00 PM on Wednesday, July 31, 2024. One (1) hard copy and one (1) electronic copy in PDF format of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

End of Advertisement

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

14

RESOLUTION NO. 24-545

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 Mr. Benton, seconded by Mrs. Lewis, 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 July 8, 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 May 20, 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.

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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 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 \$22,195.00 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. 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

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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.

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.

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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. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

15
RESOLUTION NO. 24-546

IN THE MATTER OF APPROVING THE NATIONAL OPIOID SETTLEMENT WITH KROGER AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SUBDIVISION PARTICIPATION AND RELEASE FORM:

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

WHEREAS, the County of Delaware, Ohio (the "County") is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities, including the County, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain local governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its local governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the County has adopted, and hereby reaffirms its adoption of, the OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the County's Board of Commissioners (the "Board") understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and local governments, including the County, in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the local governments; and

WHEREAS, the State of Ohio has agreed to a settlement with Kroger to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the Settlement Agreement; and

WHEREAS, the Board wishes, on behalf of the County, to agree to the material terms of the proposed National Opioid Settlement Agreement with Kroger (the "Settlement") and formally authorize the County's participation therein;

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

Section 1. That the Board hereby approves the Settlement on behalf of the County, pursuant to the terms of the OneOhio MOU and the Settlement Agreement.

Section 2. That the Board hereby approves the Subdivision Participation and Release Form for the Settlement and hereby authorizes the County Administrator to execute the Subdivision Participation and Release Form on behalf of the Board and the County.

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Section 3. That it is found and determined that all formal actions of the Board relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

16

RESOLUTION NO. 24-547

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH BEAR ENVIRONMENTAL LLC FOR LIQUID SLUDGE HAULING SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Bear Environmental LLC for liquid sludge hauling services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Bear Environmental LLC:

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 8th day of July 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Bear Environmental LLC, 565 Metro Place South, Suite 300, Dublin, Ohio 43017 (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide liquid sludge hauling services in accordance with *Exhibit A*, which is, by this reference, fully incorporated herein (the “Services”).

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

4.1 Compensation shall be based upon the unit price in *Exhibit B*, which is, by this reference, fully incorporated herein.

4.2 Total compensation under this Agreement shall not exceed \$75,000.00.

5 NOTICES

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

County: Delaware County Regional Sewer District

Name: Jeff Hall
Address: 6579 Moore Rd., Delaware, Ohio
Telephone: (740) 833-2240
Email: jhall@co.delaware.oh.us

Contractor: Bear Environmental LLC

Name of Principal in Charge: Rishi Bhanot, President
Address of Firm: 565 Metro Place South, Suite 300
City, State, Zip: Dublin, Ohio 43017

Telephone: 614-686-7336
Email: rishi@bearenv.com

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6 PAYMENT

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

7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.
- 7.3 This Agreement shall expire one (1) year from the date of contract execution.

8 INDEMNIFICATION

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

9 INSURANCE

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

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

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

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

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RESOLUTION NO. 24-548

IN THE MATTER OF APPROVING AN AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP, ORANGE TOWNSHIP AND DELAWARE COUNTY FOR THE EAST ORANGE ROAD IMPROVEMENTS PROJECT:

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

**AMENDED AND RESTATED COOPERATION AGREEMENT
ORANGE TOWNSHIP AND DELAWARE COUNTY
EAST ORANGE ROAD IMPROVEMENTS PROJECT (2009)**

This Amended and Restated Cooperation Agreement (the "Agreement ") is made and entered into July 8, 2024 and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the Board of Township Trustees of Orange Township, 1680 E. Orange Road, Lewis Center, Ohio 43035 ("Township"), hereinafter collectively referred to as the "Parties," and amending by substitution and fully restating the "Cooperation Agreement" entered into by and between the Parties on or about June 8, 2009.

RECITALS

WHEREAS, on or about June 8, 2009, the Parties entered into a "Cooperation Agreement" for the purpose of submitting an application to the Ohio Public Works Commission for the East Orange Road Improvements Project; and

WHEREAS, pursuant to the original "Cooperation Agreement ," the County agreed to pay \$50,000.00 toward the cost of construction and inspection services for the East Orange Road Improvements Project; and

WHEREAS, the Township ultimately completed the East Orange Road Improvements Project but, for unknown reasons, did not expend the County's \$50,000.00 contribution; and

WHEREAS, the Parties mutually desire to authorize the expenditure of another public infrastructure improvement within Orange Township;

NOW, THEREFORE, in consideration of the premises stated herein, the Parties mutually agree as follows:

AGREEMENT

1. The County authorizes the Township to apply the County's \$50,000.00 contribution toward the East Orange Road Improvements to the Township's Bale Kenyon Road Improvements Project.
2. The Township shall otherwise be responsible for all costs and administration for the Bale Kenyon Road Improvements Project, except for the County's \$50,000.00 contribution authorized in this Agreement and except as may be provided in separate agreements between the Parties.
3. The Parties hereby enter into this Agreement, as evidenced by the signatures of their respective authorized representatives, effective as of the date first written above.

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

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RESOLUTION NO. 24-549

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Benton, seconded by Mrs. Lewis, 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:

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UT2024-0131	SPECTRUM	HOME ROAD & GREEN MEADOWS DR	ROAD BORE
UT2024-0132	SPECTRUM	DUFFY ROAD	ROAD BORE
UT2024-0133	AEP	LEONARDSBURG RD	REPLACE POLE
UT2024-0134	FRONTIER	MILLWATER DR	SERVICE DROP
UT2024-0135	AT&T	POWELL RD	ROAD BORE
UT2024-0136	AT&T	CARRIAGE RD	ROAD BORE
UT2024-0137	AT&T	SAWMILL PKWY	INSTALL NEW POLES

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

**19
RESOLUTION NO. 24-550**

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR SUMMER CREST DRIVE SUBDIVISION AND BERLIN FARM WEST SECTION 3:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Summer Crest Drive Subdivision and Berlin Farm West Section 3;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Summer Crest Drive Subdivision and Berlin Farm West Section 3, as follows:

Summer Crest Drive Subdivision:

**OWNER’S
AGREEMENT
PROJECT NUMBER: 24053**

THIS AGREEMENT, executed on this 8th day of July, 2024, between N&M LLC, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Summer Crest Drive Subdivision further identified as Project Number 24053 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit “A” attached hereto.
2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

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It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty-Seven Thousand Dollars and No Cents (\$37,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER 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.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$928,800.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$92,900.00
INSPECTION FEE DEPOSIT	\$37,000.00

Berlin Farm West Section 3:

OWNER'S AGREEMENT

PROJECT NUMBER: 24051

THIS AGREEMENT, executed on this 8th day of July, 2024, between M/I HOMES OF CENTRAL OHIO, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Berlin Farm West Sec 3 further identified as Project Number 24051 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

- Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to

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the cost of construction as shown in Exhibit "A" attached hereto.

2. Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Thirty One Thousand Dollars and No Cents (\$31,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER 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.

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EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,064,700.00
CONSTRUCTION BOND AMOUNT	\$1,064,700.00
MAINTENANCE BOND AMOUNT	\$106,500.00
INSPECTION FEE DEPOSIT	\$31,000.00

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

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RESOLUTION NO. 24-551

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY FOR THE PROJECT KNOWN AS DEL-CR72-2.50 CHESHIRE ROAD WIDENING:

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

DEL-CR72-2.50 Cheshire Road Widening, Bid Opening: June 18, 2024:

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Strawser Paving Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract with Strawser Paving Company;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Strawser Paving Company for DEL-CR72-2.50 Cheshire Road Widening as follows:

CONTRACT

THIS AGREEMENT is made this 8th day of July, 2024, by and between Strawser Paving Company, 1595 Frank Road, Columbus, Ohio 43223, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "DEL-CR72-2.50 Cheshire Road Widening", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Million Nine Hundred Seventy-Five Thousand and One Hundred Eighty Four Dollars and Sixty Cents (\$2,975,184.60)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

9:45A.M. Viewing for the Request for the Construction of Improvements to an Extension of Roloson-Piatt Road located in Berlin Township, Delaware County, Ohio

RESOLUTION NO. 24-552

IN THE MATTER OF DETERMINING WHETHER THE PUBLIC CONVENIENCE AND WELFARE REQUIRE IMPROVEMENTS TO AN EXTENSION OF ROLOSON-PIATT ROAD LOCATED IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, pursuant to section 5555.03 of the Revised Code, when a petition is presented to the board of county commissioners asking for the construction, reconstruction, improvement, or repair of any public road or part thereof and signed by at least fifty-one per cent of the land or lot owners, residents of such county, who are to be specially taxed or assessed for said improvement, the board shall, within thirty days after such petition is presented, go upon the line of the proposed improvement and, after viewing it, determine whether the public convenience and welfare require that such improvement be made; and

WHEREAS, on June 27, 2024, M/I Homes of Central Ohio, Longhill Limited Partnership II, and RDRG Farms, Inc., jointly filed a petition with the Delaware County Board of Commissioners (the "Board") requesting the construction of improvements to an extension of Roloson-Piatt Road located in Berlin Township, Delaware County, Ohio, (the "Improvements"); and

WHEREAS, the petitioners also request the Board levy an assessment to pay for a specified amount of the cost of the Improvements, and the petitioners represent at least fifty-one percent of the owners of lands to be assessed; and

WHEREAS, the Board viewed the proposed Improvements on July 8, 2024; and

WHEREAS, the petitioners represent one hundred percent of the property owners to be assessed for the Improvements, have consented to the assessments, and have waived any further rights related to the proceedings for the Improvements; and

WHEREAS, pursuant to sections 5555.02, 5555.03 and 5555.06 of the Revised Code, the Board may by resolution find that the public convenience and welfare require the improving of any public road, fix the route and termini of such improvement, and apportion the cost thereof; and

WHEREAS, the Delaware County Engineer recommends that the Board proceed with the Improvements;

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

Section 1. The Board hereby finds and determines that the public convenience and welfare require construction of the Improvements.

Section 2. The Board hereby levies the assessments for the cost of the Improvements, as set forth in the petition, which is, by this reference, incorporated herein by reference, which assessments are according to the benefit to the assessed real estate, and the remainder of the cost shall be paid from any funds in the county treasury available and appropriated for such purpose.

Section 3. The Board hereby directs the Delaware County Engineer to prepare the necessary surveys, plans, profiles, cross sections, estimates of cost, and specifications for the Improvements, together with the schedule of assessments, and file the prepared documents with the Board on or before September 1, 2027, whereupon the documents shall be available for inspection and examination of all persons interested and a time and place for hearing objections shall be set.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

ADMINISTRATOR REPORTS

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CA Davies – Reminder of TID meeting and Finance Authority meeting on 07/10/24.

DCA Huston – Nothing to report.

Attorney Hochstettler – Nothing to report.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton – Attended the Preservation Parks Gala and a CEBCO meeting last week.

Commissioner Lewis – Attended the City of Sunbury Independence Day Parade

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners