

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 29, 2024

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

Present:

- Gary Merrell, President
- Barb Lewis, Vice President
- Jeff Benton, Commissioner

10:00 A.M. Final Hearing by the Commissioners for the Proposed Orange Village Centre Watershed Drainage Improvement

10:15 A.M. Final Hearing by the Commissioners for the Proposed Hidden Springs Watershed Drainage Improvement

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RESOLUTION NO. 24-570

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 22, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 22, 2024; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

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PUBLIC COMMENT

3

RESOLUTION NO. 24-571

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0725:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0725, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
(P2403393) Village Network	FCF System of Care	70161605-5348	\$31,000.00
(P2401337) Various JFS PRC	JFS PRC	22411602-5348	\$50,000.00
(P2401462) Peterson Construction	URF Operations	66611900-5410	\$1,792,068.00
(P2401302) Rubbertec	SRF Operations	66211900-5201	\$5,053.60

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2403951	HOUSE OF SECURITY	REPLACE FIRST FLOOR DOORS - HISTORIC COURTHOUSE	40111402 - 5410	36,229.78
R2403995	EPTURA INC	SOFTWARE RENEWAL SUBSCRIPTION	10011105 - 5320	\$ 8,727.65
R2404000	QUALITY CONTROL INSPECTION INC	CONSTRUCTION INSPECTION SERVICES - RESOLUTION	66211900 - 5301	\$25,000.00
R2404002	JAGS ENVIRONMENTAL	HACH FLOW METERS	66211900 - 5450	\$31,484.00
R2404015	I PROJECT SOLUTIONS LLC	INTERACTIVE PLAN REVIEW SCREEN - BUILDING SAFETY	42311453 - 5450	\$10,668.87

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

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DISCUSSION AND POTENTIAL ACTION RELATED TO DELAWARE COUNTY LOCAL GOVERNMENT FUND APPORTIONMENT

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RESOLUTION NO. 24-572

IN THE MATTER OF EXPRESSING THE BOARD’S OPINIONS REGARDING THE APPORTIONMENT OF THE UNDIVIDED LOCAL GOVERNMENT FUND OF THE COUNTY AND AUTHORIZING THE DEPUTY COUNTY ADMINISTRATOR/GENERAL COUNSEL TO APPEAR BEFORE THE COUNTY BUDGET COMMISSION AND TESTIFY ON BEHALF OF THE BOARD:

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

WHEREAS, pursuant to section 5747.53 of the Revised Code, in lieu of the method of apportionment of the undivided local government fund of the county provided by section 5747.51 of the Revised Code, the county budget commission may provide for the apportionment of the fund under an alternative method or on a formula basis; and

WHEREAS, the Delaware County Budget Commission has, since 1993, provided for an alternative method of apportioning the undivided local government fund of the county; and

WHEREAS, the County Budget Commission has scheduled a public hearing at 10:00 AM on July 29, 2024, to review the alternative method of apportionment, as required by section 5747.53 of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has been presented with proposals for an alternative method of apportionment, and any alternative method of apportionment, or revision, amendment, or repeal thereof, first requires the Board’s approval, in accordance with section 5747.53 of the Revised Code; and

WHEREAS, the Board wishes to express its opinion regarding the apportionment of the undivided local government fund of the county and authorize an employee of the Board to appear before the County Budget Commission at the public hearing and submit testimony on behalf of the Board;

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

Section 1. The Board hereby expresses the following opinions regarding the apportionment of the undivided local government fund of the county:

- a. The current alternative method of apportioning the undivided local government fund of the county is in need of review for potential adjustment, given the growth in population and changes in population distribution within Delaware County since 1993;
- b. Any alternative method of apportionment should be based on a fair and equitable distribution to all political subdivisions eligible to participate in the fund;
- c. The Board is willing to consider a reduction in its current apportionment in order to achieve a fair and equitable distribution, while noting, however, that any revision or amendment to the alternative method of apportionment may, for all intents and purposes, be permanent;
- d. Therefore, any alternative method of apportionment should only be considered after thoughtful and careful deliberation, taking into consideration the interests of all political subdivisions eligible to participate in the fund.

Section 2. The Board hereby authorizes the Deputy County Administrator/General Counsel to appear before the County Budget Commission at the public hearing on July 29, 2024, and any subsequent adjournment thereof, and submit testimony on behalf of the Board consistent with the Board’s opinions stated in this Resolution.

Section 3. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including section 121.22 of the Revised Code.

Section 4. This Resolution shall be in full force and effect immediately upon adoption.

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

RESOLUTION NO. 24-573

IN THE MATTER OF GRANTING 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 approve the following resolution:

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WHEREAS, on June 25, 2024, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney-at- Law, agent for the petitioners, requesting annexation of 60.836 acres, more or less, from Berkshire Township to the City of Sunbury; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Sunbury or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 60.836 acres, more or less, from Berkshire Township to the City of Sunbury.

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

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RESOLUTION NO. 24-574**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor’s Office is requesting that Lance Gates attend the 2024 International Association of Assessing Officers Annual Conference on August 25-28, 2024 in Denver, CO; at the cost of \$2,850.00.

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

**7
RESOLUTION NO. 24-575**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A REVENUE ESTIMATE REVISION:

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

Supplemental Appropriations		
30211338-5001	Ambulance Transportation Grt/Compensation	8,766.03
30211338-5131	Ambulance Transportation Grt/County Share Medicare	128.97
Revenue Est. Revision		
30211338-4509	Ambulance Transportation Grt/Federal Grants A	8,895.00

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

**8
RESOLUTION NO. 24-576**

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT WITH COTT SYSTEMS, INC., NOW DBA VALSOFT CORPORATION, INC., TO PROVIDE A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER’S OFFICE:

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

WHEREAS, the Delaware County Recorder recommends approving the amendment to the contract with Cott Systems, Inc., now dba Valsoft Corporation, Inc., to provide a Comprehensive Recording Software Solution for the Delaware County Recorder’s Office;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the amendment to the contract with Cott Systems, Inc., now dba Valsoft Corporation, Inc., to provide a Comprehensive Recording Software Solution for the Delaware County Recorder’s Office:

APRIL 2024 AMENDMENT TO CONTRACT TO PROVIDE A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER’S OFFICE

This April 2024 Amendment is made between the Delaware County ("County") and Valsoft Corporation Inc. ("Contractor"), collectively the "Parties".

WHEREAS, the County and the Cott Systems, Inc. ("Cott") previously entered into an agreement following a request for bids, which was subsequently amended, by the parties. Cott has since been acquired by Contractor, and the parties wish to amend the agreement to reflect a change in ownership of one of the previously contracted parties,

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THEREFORE, on exchange of mutual consideration and the parties' mutual covenants and obligations, the parties agree as follows:

- A. **Parties:** " Valsoft Corporation Inc." will be substituted as a party in this contract for "Cott Systems, Inc.". " Valsoft Corporation Inc." agrees to take on any obligations, requirements or otherwise, as described in the previous Agreement and any agreed upon Amendments that were previously contracted and agreed upon by "Cott Systems, Inc."
- B. **Signatures:** Any person executing this April 2024 Amendment in a representative capacity hereby warrants that he/she has authority to sign this document or has been duly authorized by his/her principal to sign this document on such principal's behalf and is authorized to bind such principal.
- C. **Conflicts:** In the event of a conflict between the terms of the Agreement, the First Amendment, and the Second Amendment, this April 2024 Amendment shall prevail.
- D. **Other Terms Unchanged:** All terms and conditions of the Agreement and previous Amendments not changed by this April 2024 Amendment remain the same, unchanged, and in full force and effect.

The Parties, by and through their respective and proper officers, have on behalf of themselves or those whom they represent, signed this Amendment of their own free and voluntary will and agree to the Parties being bound thereby.

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

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RESOLUTION NO. 24-577

IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY PUBLIC DEFENDER COMMISSION:

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

WHEREAS, in Resolution No. 20-781, adopted on September 3, 2020, the Delaware County Board of Commissioners (the "Board") established the Delaware County Public Defender Commission (the "Commission"), effective October 1, 2020; and

WHEREAS, pursuant to section 120.13 of the Revised Code, the Board shall make appointments to the Commission, and terms of office shall be for four years, each term ending on the same day of the same month of the year as did the term which it succeeds; and

WHEREAS, pursuant to section 120.13 of the Revised Code, at least one of the Board's appointments shall be an attorney admitted to the practice of law in this state; and

WHEREAS, Lisa Kraft has expressed an interest in re-appointment to the Commission; and

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

WHEREAS, the Board desires to approve an exception to the Policy in order to re-appoint a member of the Delaware County Public Defender Commission;

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

Section 1. The Board hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board hereby re-appoints Lisa Kraft as a member of the Delaware County Public Defender Commission for a term commencing October 1, 2024, and ending October 1, 2028.

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

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**JENIFER WAY-YOUNG, COMMUNITY HEALTH SPECIALIST 2 KEEP DELAWARE COUNTY BEAUTIFUL COORDINATOR
UPDATE ON DELAWARE COUNTY DKMM ACTIVITY REPORT JANUARY TO JUNE, 2024**

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RESOLUTION NO. 24-578

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE STEITZ ROAD IMPROVEMENTS PROJECT:

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

WHEREAS, on October 16, 2023, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 23-872, authorizing the submission of an application for funding assistance to the Ohio Public Works Commission (“OPWC”) for the Steitz Road Improvements project; and

WHEREAS, OPWC approved the application for funding assistance, subject to the Board’s approval of a project grant agreement;

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

Section 1. The Board hereby approves the Project Grant Agreement with OPWC for the Steitz Road Improvements project, known as OPWC Project No. CQ05AB.

Section 2. The Board hereby authorizes Commissioner Jeff Benton to execute the Project Grant Agreement on behalf of the Board.

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

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RESOLUTION NO. 24-579

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:

UT2024-0138	SUBURBAN NATURAL GAS	HOME ROAD	GAS MAIN
UT2024-0139	SUBURBAN NATURAL GAS	LEWIS CENTER ROAD	GAS MAIN
UT2024-0140	COLUMBIA GAS	LEWIS CENTER ROAD	GAS MAIN
UT2024-0141	DEL-CO WATER	CESHIRE RD	WATER MAIN
UT2024-0142	AEP	HOME ROAD	REPLACING POLE
UT2024-0143	CONSOLIDATED COOPERATIVE	N 3 B’S & K ROAD	REPLACE POLES & RECONDUTOR CURCUIT
UT2024-0144	CONSOLIDATED COOPERATIVE	N OLD STATE ROAD	REPLACE POLES AND CIRCUIT
UT2024-0145	CONSOLIDATED COOPERATIVE	HOWARD ROAD	REPLACE POLES & CIRCUIT
UT2024-0146	COLUMBIA GAS OF OHIO	TORRINGTON ROAD	REPLACE GAS VALVE
UT2024-0147	AEP	BEAN OLLER ROAD	REPLACE POLES
UT2024-0148	CINCINNATI BELL TELEPHONE	VARIOUS IN LIBERTY TWP	INSTALL FIBER OPTIC CABLE
UT2024-0149	SPECTRUM	HAWKSBEARD DR	ROAD BORE
UT2024-0150	AEP	HARLEM RD	INSTALL NEW POLES
UT2024-0151	AEP	BERLIN STATION RD & BRAUMILLER	ROAD BORE
UT2024-0152	AEP	BERLIN STATION ROAD	ROAD BORE
UT2024-0153	COLUMBIA GAS	HOME RD & OLD LIBERTY	ROAD BORE

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

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RESOLUTION NO. 24-580

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR LIBERTY TRAILS, HIDDEN RAVINES, AND BEECHWOOD ESTATES:

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

WHEREAS, Liberty Trails, LLC, has submitted the plat of subdivision for Liberty Trails, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

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WHEREAS, JLP-Orange, LLC, has submitted the plat of subdivision for Hidden Ravines, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, State Route 521 Properties, LLC, has submitted the plat of subdivision for Beechwood Estates, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plats of subdivision for Liberty Trails, Hidden Ravines, and Beechwood Estates:

Liberty Trails:

Situated in the State of Ohio, County of Delaware, Township of Liberty, Farm Lot 5, Section 4, Township 4, Range 19, United States Military Lands, and being 30.984 acres of land inclusive, being all of that tract conveyed to Liberty Trails, LLC, an Ohio Limited Liability Company, by deed of record in Official Record 2011, Page 181, being of record in the Recorder’s Office, Delaware County, Ohio.

Hidden Ravines:

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lots 21 and 22, Quarter Township 3, Township 3, Range 18, United States Military Lands, being 23.328 acres out of an original 31.131 acre tract of land conveyed to JLP-Orange, LLC, of record in Official Record volume 686, Pages 2720-2723, being Lot 5100 (1.069 acres) of Northbrooke Corporate Center Phase 2 replat of Lots 5099 and 5100 as conveyed to JLP-Orange LLC, of record in Official Record Volume 1605, Pages 2546-2548, (all references to Records being on file in the Office of the Recorder, Delaware County, Ohio).

Beechwood Estates:

Situated in the Township of Brown, County of Delaware, State of Ohio and being part of Farm Lot 34, Section 1, Township 5, Range 18 West, United States Military Lands. Being a subdivision of 49.713 acres, being part of original 70.633-acre tract conveyed to State Route 521 Properties, LLC in Official Records Volume 2016, Page 2112 in the Delaware County Recorder’s Office.

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

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RESOLUTION NO 24-581

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the “Board”) to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of the county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notifications; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG 1714	2016 American Trailer	1A9USO87F1668041

(hereinafter collectively referred to as the “Property”);

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for

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the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that, if the Property is not sold by internet auction within a reasonable period of time, then it has no value and may be discarded, salvaged, or sold or donated without further advertisement.

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

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RESOLUTION NO. 24-582

IN THE MATTER OF APPROVING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH EQUALIS GROUP LLC AUTHORIZING MEMBERSHIP IN THE EQUALIS GROUP PURCHASING PROGRAM:

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

WHEREAS, pursuant to section 9.48(B)(2) of the Revised Code, a county may participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership; and

WHEREAS, Equalis Group, LLC operates a group purchasing program operated by a national association of political subdivisions in which the county is eligible for membership; and

WHEREAS, the Delaware County Sanitary Engineer recommends membership in the Equalis Group Purchasing Program in order to secure necessary products and services at competitively bid prices;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Master Intergovernmental Cooperative Purchasing Agreement with Equalis Group LLC and authorizes the Delaware County Administrator to take all necessary actions to register for, establish, and maintain an Equalis Group Purchasing Program membership account on behalf of Delaware County.

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

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RESOLUTION NO. 24-583

IN THE MATTER OF APPROVING A CONTRACT WITH GARLAND/DBS, INC., FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER BUILDING PROJECT (2024 PHASE):

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

WHEREAS, the Sanitary Engineer recommends building repairs on the Building D Sludge Blower at the Olentangy Environmental Control Center; and

WHEREAS, the materials and services necessary for the repairs are available for purchase through the Master Cooperative Purchasing Agreement with Council of Governments and Equalis Group (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to purchase the materials and services through the Program;

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

Section 1. The Board hereby approves a contract with Garland/DBS, Inc., for building repair materials and services for the Olentangy Environmental Control Center Building Project (2024 Phase), in accordance with the Program, pursuant to the contract and terms and conditions set forth in the Master Cooperative Purchasing Agreement with Council of Governments and Equalis Group RFP#COG-2133.

Section 2. This Resolution shall take effect immediately upon adoption.

**CONTRACT FOR
JOB # 91-OH-240039**

BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT AND GARLAND/DBS, INC. FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER ROOFING PROJECT (2024 PHASE).

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- 1.) This CONTRACT is made at Delaware County as of July 22, 2024, (“Effective Date”), by and between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Regional Sewer District located at 1610 State Route 521, Delaware, Ohio 43015 (hereinafter designated the “CUSTOMER”), and Garland/DBS, Inc., located at 3800 East 91st Street Cleveland, OH 44105 (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Building Project (Building D Sludge Blower) located at 10333 Olentangy River Road, Powell, Ohio 43065 as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original proposal # 91-OH-220039 dated 4/16/2024 submitted by the CONTRACTOR (hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein. This CONTRACT is entered into, pursuant to pricing established under the Master Cooperative Purchasing Agreement with Council of Governments and Equalis Group RFP#COG-2133, which is, by this reference, fully incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits or other documents incorporated by reference, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **325** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. Project scheduling will be agreed upon at the preconstruction meeting. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$50,000.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed and materials purchased to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR’s receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.
- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work’s merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR’s uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR’s request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **the Delaware County Sanitary Engineer, or her designee**, the CUSTOMER’S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.

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- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$50,000.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **Delaware County, Ohio** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.
- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for the price of supplies and services delivered under the CONTRACT or Purchase Order.
- 12.) This CONTRACT, and those documents incorporated by reference herein, shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) This Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, so each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no

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later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.

- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Delaware County, Ohio**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party.

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

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

17

RESOLUTION NO. 24-584

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2025 TAXES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and
WHEREAS, staff has determined that there are delinquent accounts that meet this criteria; and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$207,672.41 to the County Auditor for the 2025 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

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**2025 Sewer Tax Assessments
To be certified by the Board of Commissioners on 7/29/2024**

Breakdown of Assessments by Treatment Plant:

66211900-4108-11903 – OECC	\$70,875.50
66211900-4108-11904 – Alum Creek	\$109,576.47
66211900-4108-11905 – Lower Scioto	\$8,809.73
66211900-4108-11912 - Package Plants	\$18,410.71
Total Assessments	\$207,672.41

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

18
ERIK MCPEEK
DEPUTY DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT
MONTHLY SANITARY APPROVAL UPDATE

19
RESOLUTION NO. 24-585

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING FOR THE CONSIDERATION OF COSTS AND FEES ASSESSED AGAINST THE OWNER, KEEPER, OR HARBORER OF ANY DOG SEIZED AND IMPOUNDED UNDER CHAPTER 955 OF THE REVISED CODE:

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

WHEREAS, pursuant to Resolution No. 24-543, the Delaware County Board of Commissioners (the “Board”) authorized 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; and

WHEREAS, the Board is required to 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;

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

Section 1. The Board hereby fixes **Thursday August 29, 2024, at 10:00A.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, for the Board to hold a public hearing to review the cost analysis study and consider any proposed revisions to the costs and fees assessed against the owner, keeper, or harbinger of any dog seized and impounded under Chapter 955 of the Revised Code.

Section 2. The Board hereby directs the Clerk to publish notice of the hearing once in the Delaware Gazette.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including section 121.22 of the Revised Code.

Section 4. This Resolution shall take effect immediately upon adoption.

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

20
RESOLUTION NO. 24-586
IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BYERS, MINTON & ASSOCIATES, LLC FOR GOVERNMENT AFFAIRS CONSULTING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, the County Administrator recommends approval of an agreement between the Delaware County Board of Commissioners and Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the agreement with Byers, Minton & Associates, LLC for Government Affairs Consulting Services for Delaware County, as follows:

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**PROFESSIONAL SERVICES AGREEMENT
Government Affairs Consulting**

This Agreement is made and entered into on July 29, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Byers, Minton & Associates, LLC, 88 East Broad Street, Suite 1650, Cincinnati, Ohio 43215 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide government affairs consulting services to the County (the “Services”). The County is authorized to contract for the Services, pursuant to section 9.36 of the Revised Code, for the following purposes: (a) keeping the County informed of legislation and regulations that affect County rights and obligations; (b) assisting the County in organizing its operations and finances to address changes in legislation and regulations; and (c) identifying, proposing, and advocating for legislation and regulations that benefit County operations.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s Proposal presented to the County on July 12, 2024 (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

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

3 AGREEMENT AND MODIFICATIONS

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

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed \$60,000.00 without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.2 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.
- 4.3 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant in accordance with the Proposal and subject to approval by the County Administrator.
- 4.4 Invoices shall be submitted to the County Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 4.5 The County shall pay invoices within thirty (30) days of receipt.

5 COMMENCEMENT AND COMPLETION OF SERVICES; TERM; TERMINATION

- 5.1 The Consultant shall commence Services on August 1, 2024 and shall complete the Services in accordance with the Proposal at the County Administrator’s direction. The term of this Agreement shall continue through July 31, 2025, unless earlier terminated as provided herein.
- 5.2 Upon expiration of the term of this Agreement, the Parties may let the Agreement expire, renew for an additional agreed upon term, or continue on a month-to-month basis at a monthly compensation rate agreed to in a writing signed by both Parties.
- 5.3 The County or the Consultant may, upon at least thirty (30) days’ written notice, suspend or terminate this Agreement for any reason, at which time the Consultant shall suspend or terminate Services in accordance with the written notice.

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- 5.4 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the effective date of termination. The County is not liable for payment for Services performed after the effective date of termination.
- 6 CHANGE IN SCOPE OF SERVICES**
- 6.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.
- 7 OWNERSHIP**
- 7.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 7.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed calculations, reports, and any other tangible written or electronic work produced in accordance with the Agreement.
- 7.3 This section does not require unauthorized duplication of copyrighted materials.
- 8 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**
- 8.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 8.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 9 INDEMNIFICATION**
- 9.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 9.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result 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 Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 10 INSURANCE**
- 10.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the County Administrator determines will reasonably protect the County and Consultant.
- 10.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant**

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hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.

- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(A copy of the Proposal is attached to the execution copy of the Agreement and shall be retained in accordance with the applicable records retention schedule.)

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

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ADMINISTRATOR REPORTS

CA Davies/no reports

Deputy CA Huston/Employee Health Fair is Friday August 2, 2024

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended Retirement Event for Delaware City manager Tom Homan; after serving 26 years in Delaware
- Attended the Pollworker celebration event at the Board of Elections
- Attended the Legislative update meeting on Friday/ property tax discussion
- Sheriff's training academy tour
- Planning to attend the Columbus Zoo Lantern event
- CCAO information meeting
- (-concerned comments on Olympics' opening ceremony)

Commissioner Lewis

- concerned comments on Olympics opening ceremony

Commissioner Merrell

- CORSA meeting
- concerned comments on Olympics' opening ceremony

RECESS AT 10:00A.M. FOR TECHNICAL DIFFICULTIES/RECONVENE 10:10A.M.

PUBLIC HEARING FOR CONSIDERATION OF THE ORANGE VILLAGE CENTRE WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:10A.M.

RESOLUTION NO. 24-587

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF THE ORANGE VILLAGE CENTRE WATERSHED DRAINAGE IMPROVEMENT PROJECT TO MONDAY AUGUST 12, 2024 AT 10:00A.M.:

It was moved by Mr. Benton, seconded by Mrs. Lewis to continue the public hearing for consideration of the Orange Village Centre Watershed Drainage Improvement Project to Monday August 12, 2024 at 10:00A.M..

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

PUBLIC HEARING FOR CONSIDERATION OF THE HIDDEN SPRINGS CONDOMINIUM WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:25A.M.

RESOLUTION NO. 24-588

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF THE HIDDEN SPRINGS CONDOMINIUM WATERSHED DRAINAGE IMPROVEMENT PROJECT TO MONDAY AUGUST 12, 2024 AT 10:15A.M.:

It was moved by Mrs. Lewis, seconded by Mr. Benton to continue the public hearing for consideration of the Hidden Springs Condominium Watershed Drainage Improvement Project to Monday August 12, 2024 at 10:15A.M..

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

There being no further business, the meeting adjourned

Jeff Benton

Barb Lewis

Gary Merrell