

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 19, 2024**

**4
RESOLUTION NO. 24-629**

IN THE MATTER OF ADOPTING AN EAGLE SCOUT PROCLAMATION FOR COLSON LEADBETTER:

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

WHEREAS, since recruiting enough scouts to form BSA Scouts of America Troop #701, Colson Leadbetter has earned 53 merit badges and served each year in a leadership role with the troop, which has become one of the fastest growing in the area; and

WHEREAS, through his recruitment of more than 35 other scouts and his advocacy for girls to join BSA, Leadbetter has inspired others to seek out learning opportunities and to begin serving their community; and

WHEREAS, Leadbetter has met all the requirements to achieve the rank of Eagle Scout; and
WHEREAS, through completion of his Eagle Scout Project—the construction of an outdoor shelter at the Humane Society of Delaware County—Leadbetter has identified and addressed a tangible need of the Delaware County community;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners congratulates Colson Leadbetter on attaining scouting’s highest rank and commends him for years of contributions to local scouting organizations and his community.

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

**5
GARRETT GUILLOZET, HEALTH COMMISSIONER COMMUNITY HEALTH**

Presentation/Updates Request for funding from the Opiate Settlement Dollars to support Awareness and Prevention Activities for Overdose Awareness Month and National Recovery Month

**6
RESOLUTION NO. 24-630**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE TITLE ADMINISTRATION FUND:

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

WHEREAS, pursuant to section 325.33(B) of the Revised Code, if the board of county commissioners and the clerk of courts agree that the money in the clerk of courts certificate of title administration fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code, the excess may be transferred to the county general fund and used for other county purposes; and

WHEREAS, in the 2024 requested budget, the Delaware County Clerk of Courts included appropriations to transfer \$139,816 within the Clerk’s Certificate of Title Administration Fund to the County General Fund in support of one courthouse deputy, and this budget request was included in the 2024 appropriation measure as approved by the Delaware County Board of Commissioners (the “Board”) on November 20, 2023; and

WHEREAS, the Clerk of Courts has confirmed that the amount of \$139,816 within the Clerk’s Certificate of Title Administration Fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code and requests the excess amount be transferred to the County General Fund for the purpose of offsetting the cost of one courthouse deputy;

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

Section 1. The Board hereby agrees that the money in the Clerk’s Certificate of Title Administration Fund exceeds what is needed to pay the costs specified in section 325.33(A) of the Revised Code and that \$139,816 may be transferred to the County General Fund for the purpose of offsetting the cost of one courthouse deputy.

Section 2. The Board hereby approves the following transfer of funds:

Transfer of Funds		
From:	To:	
24820101-5801	10011102-4601	139,816.00
Title Administration/Interfund Cash Transfer	Commissioners General/Interfund Revenues	

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

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RESOLUTION NO. 24-631

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received a donation to be given to parent/adult caregivers and their children/foster children; and

WHEREAS, this donation was received from the following organization in the amount as follows:
Proprietors Motorcycle Club: \$1,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept this donation and offer thanks to the Proprietors Motorcycle Club for their generous support of the Delaware County Department of Job and Family Services and the children and families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation for a total amount of \$1,000.00 to the Delaware County Department of Job and Family Services and thanks the Proprietors Motorcycle Club for their thoughtful generosity and commitment to the children and families of Delaware County.

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

8

RESOLUTION NO. 24-632

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR BACKUP BUILDING DEPARTMENT SERVICES:

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

WHEREAS, the CITY and COUNTY are each required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements;

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

AGREEMENT

THIS AGREEMENT is made and entered into on August 19, 2024, by and between Delaware County, Ohio, through the Board of County Commissioners, hereinafter called "COUNTY" and The City of Delaware, through City Council, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the CITY and COUNTY are each required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY use the same building, electrical and mechanical codes; and

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WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements;

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 - SCOPE OF SERVICES

- A. The CITY and COUNTY may provide backup building official and inspection services on an as needed basis to each other. Respectively, the CITY and the COUNTY reserve the right to determine the ability to provide the services as requested.
 - B. Both the CITY and COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building official, building inspector and electrical safety inspector.
 - C. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
 - D. The CITY and COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the building official and inspection services.
 - E. Transportation shall be furnished by the jurisdiction providing the backup services. The CITY and the COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.
 - F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
 - G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. The CITY and COUNTY agree to provide written procedure(s) for their method of inspection documentation.
 - H. Prior to performing inspections the CITY and COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction's building official and/or authorized official. The interpretation of the responsible jurisdiction's building official and/or authorized official shall be followed. The CITY and COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
 - I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 3:30 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided. The jurisdiction requesting the service(s) shall notify the affected customer(s) of the altered inspection coverage prior to the performed inspection.
 - J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.
- Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.
- K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.
 - L. Coordination of the service(s) shall be administered by the jurisdiction providing the back up inspections and included as part of the overall cost of the service.
 - M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall

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provide for the appeal mechanism for all disputes and complaints.

SECTION 2-BASIS OF PAYMENT

- A. Each party shall be compensated by payment for services based upon the hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.
 - Building Official Building Inspector
 - Electrical Safety Inspector Mechanical Inspector Mileage
 - \$81/hour
 - \$54/hour
 - \$65/hour
 - \$54/hour
 - \$0.67/mile
- B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.
- C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence **August 1, 2024**, and will run for a period of three years from said date. The AGREEMENT may be renewed for a three year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

- F. The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

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

**9
RESOLUTION NO. 24-633**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING AUTHORIZING SUPPLEMENTAL BUILDING INSPECTION AND DAMAGE ASSESSMENT ASSISTANCE:

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

WHEREAS, natural and manmade disasters result in an increased demand for inspection services and damage assessment information, and Building Officials and Inspectors have specific competency and knowledge

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providing for quick assessment and valuable damage information; and

WHEREAS, the Ohio Building Officials Association has expressed its commitment and desire to provide this public service in disaster response situations; and

WHEREAS, there is a need in disaster response to determine if an immediate threat to life, public health or public safety exists; to determine if a building is substantially damaged and subject to the National Flood Insurance Program regulations; to determine the repairs needed to make a building habitable; to determine the appropriate mitigation action for any repair or improvement to a damaged building;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes its Department of Building Safety staff to provide assistance and coordination to support the Ohio Building Officials Association in providing supplemental building inspection and damage assessment assistance and hereby approves the following Memorandum of Understanding:

Memorandum of Understanding (MOU) for Judicial Assistance for Ohio Building Officials Damage Assessment Response Teams (DART)

INTRODUCTION

This memorandum of understanding provides for local municipalities to allow staff to deploy to other municipalities to assist in Damage Assessments for structures that have been affected or have suffered a loss due to floods, wind, fire, or other damage. The Ohio Building Officials Association (OBOA) has offered to be the repository of individuals meeting the criteria to perform damage assessments.

I. PURPOSE

This Memorandum of Understanding (MOU) provides a framework within which personnel may coordinate their services and equipment with the appropriate state agencies and/or organizations in support of statewide and local emergency management functions; its intended purpose through joint coordination and exercise of the resources of OBOA, Federal, State, and local governments is to enhance the statewide posture of emergency management readiness for conceivable emergencies. Details concerning working relationships on various projects will be appended to this document as they are developed. It is understood that there may be unusual circumstances requiring special negotiations and arrangements not specified in this document.

II. AUTHORITIES/RESPONSIBILITIES

(a) Ohio Building Officials Association (OBOA)

The Ohio Building Officials Association or OBOA is a professional statewide organization composed of building code officials, whose purpose is: to foster communication and education between building officials, plans examiners, inspectors, and associated industry members; to promote high standards of efficiency in the administration and enforcement of building codes and the development of regulatory codes, and to provide professional assistance and technical advice to legislative and other governmental bodies in the promulgation and administration of building codes and related regulations. OBOA may provide manpower, knowledge, and related equipment to the State, counties, townships, municipalities and other quasi-governmental entities requiring assistance during emergency situations when local resources are deemed insufficient. It is understood that OBOA has no authority to task its membership and as such can respond only to the extent permitted by each member's participating subdivision.

(b) Requesting Community

The requesting community is the jurisdiction who has suffered damage from a hazard event. The requesting community has requested assistance in accordance with this MOU and the Manual created by the Committee.

(c) Assisting Community

The assisting community is the jurisdiction offering to provide assistance to the requesting community in accordance with this MOU, the Agreement to Provide Assistance included with this MOU and the Manual Prepared by the Committee.

III. AREAS OF COORDINATION

When dealing with the appropriate regulatory agencies, relationships and procedures should be formalized and supplemented through implementation of this MOU. This MOU is intended to facilitate the provision of assistance related to structural safety and habitability inspections, substantial damage and substantial improvement inspections and determinations, and compliance with floodplain management insurance and other building code regulations, following the occurrence of a disaster or emergency event and establish a mechanism to request assistance from OBOA and its members in the performance of State responsibilities and missions, including, but not limited to: formulation of Plans and Procedures; the preparation and review of Damage Survey Reports (DSRs); post-event construction and demolition activities; environmental compliance; and other recovery related activities. The following areas are critical to ensuring appropriate actions by each agency and will be addressed through development of coordination and training that support the working arrangements between OBOA, Ohio Emergency Management Agency (EMA), Ohio Floodplain Management Association (OFMA) and Ohio Department of Natural Resources (ODNR) in:

(a) Preliminary Damage Inspections

Assistance provided would be limited to an initial assessment of damage. This may involve assisting local officials to determine the event scope and the means to accomplish recovery.

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(b) Substantial Damage Assessment

Once the basic level of damage has been assessed, this information must be incorporated into the community's recovery effort. Risk reduction standards are often triggered by damage of a certain threshold. This level of activity will focus on assisting communities achieving risk reduction through enforcement of regulatory standards. It includes the inspection of individual buildings and the determination if the structure has/has not been "substantially damaged."

(c) Follow-Up Inspections for Approval of Construction

Assistance provided would be limited to work related to post assessment activity. This may involve helping with the issuance of permits, conducting inspections of repair and/or replacement work, issuing repair orders, and issuing condemnation orders.

IV. TRAINING AND EDUCATION

OBOA, Ohio EMA, ODNR and OFMA agree, in principle, to exchange and coordinate training and education programs. Continuing education is a requirement to be a member of the Ohio Building Officials Damage Assessment Team. Currently there are three (3) hours classroom training that can be in-person or online and 3 hours of on-site damage assessment training required every three (3) years.

V. LIABILITY AND IMMUNITY FOR SERVICES

Services provided in response to mutual aid requests and declarations of emergency pursuant to the Intrastate Mutual Aid Compact, section 5502.41 of the Revised Code, shall have the defenses to and the immunities from civil liability provided in Sections 2744.02 and 2744.03 of the revised Code, in addition to the immunity from liability while in performance of emergency management provided under Section 5502.30 of the Revised Code. The staff that is sent to assist will remain employed by the primary jurisdiction and remain under its insurance and workers' compensation insurance.

VI. REIMBURSEMENT

The terms and conditions governing reimbursement for any assistance provided shall be in accordance with Section 5502.41 of the Revised Code. Both parties agree that the first eight (8) hours are not reimbursable in compliance with the Intrastate Mutual Aid Compact (IMAC). In all cases, the participating political subdivision requesting the aid shall be responsible for the costs incurred by the responding participating political subdivision.

Therefore, in the matter of Supplemental Building Inspection and Damage Assessment Assistance, the **Delaware County Board of Commissioners** hereby allows its staff to provide assistance in performing damage assessments to requesting communities.

This MOU remains effective unless revoked. If revoked, notification should be provided to OBOA.

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

**10
RESOLUTION NO. 24-634**

IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND QUICK MED CLAIMS, LLC FOR BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT SERVICES:

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 ranked the proposal submitted by Quick Med Claims as the most advantageous to Delaware County; and

WHEREAS, the Director of Emergency Medical Services recommends approving an agreement with Quick Med Claims for billing and accounts receivable management services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following agreement with Quick Med Claims for billing and accounts receivable services:

AGREEMENT

THIS SERVICE AGREEMENT (hereinafter and including all Attachments hereto, the "Agreement") by and between the DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, for and on behalf of Delaware County Emergency Medical Services, a body politic and corporate of the State of Ohio (hereinafter referred to as "Provider"), located at 10 Court Street, Delaware, Ohio 43015 and QUICK MED CLAIMS, LLC, a Delaware corporation (hereinafter referred to as "QMC"), located at 1400 Lebanon Church Road, Pittsburgh, PA 15236, is entered into with an effective date of August 16, 2024 (the "Effective Date").

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RECITALS

WHEREAS, Provider provides emergency and/or non-emergency healthcare services, is licensed to do by the recognized agency of the state in which it does business, and is in good standing with all state and federal agencies with responsibilities pertaining to health care reimbursement and legal enforcement; and

WHEREAS, Provider seeks reimbursement for the services that it provides; and

WHEREAS, QMC provides billing and accounts receivable management services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to Provider according to the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage QMC exclusively to provide billing and accounts receivable management services for the services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

The Recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety. Provider engages QMC to be the exclusive provider of billing and accounts receivable management services described in this Agreement. Provider agrees that it will not enter into any agreement, contract, understanding, or arrangement with any other entity or person to provide the same or substantially similar services during the term of this Agreement.

2. TERM.

This Agreement shall commence on the Effective Date and continue for five (5) years following the date on which QMC begins providing the Services for Provider (the "Initial Term"), which Go Live Date shall be November 1, 2024 (the "Go Live Date"). The Agreement shall automatically renew for successive, additional one (1) year terms (each, a "Renewal Term") unless either party provides written notice of non-renewal to the other party at least one hundred eighty (180) days prior to the expiration of the then-current term.

3. TERMINATION.

a. Cause.

i. Except as set forth in Paragraphs 3(a)(ii) and (iii), below, if either QMC or Provider materially breaches any provision of this Agreement, the other party may provide written notice to the non-performing party describing such material breach. If the non-performing party fails to cure such material breach within thirty (30) days of such notice and while such material breach remains outstanding, this Agreement may be terminated immediately by the non-breaching party upon written notice; provided, however, if the material breach cannot be cured within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

ii. Either party may terminate this Agreement immediately in writing for any of the following: The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or

1. Any amount owed by Provider to QMC pursuant to this Agreement remains outstanding for thirty (30) days beyond the due date, including, without limitation, any amount owed by Provider to QMC with respect to a Transition Period (defined below); or
2. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment); or
3. The other party is convicted of a criminal offense related to any federal or state health care program.

ii. QMC may terminate this Agreement immediately upon written notice if Provider:

1. Fails to pay for QMC's Services in accordance with the requirements of this

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Agreement;

2. Fails to take reasonable action upon notification by QMC of a potential violation of applicable laws or regulations; or
 3. Revokes or otherwise rescinds the applicable contractor or insurer source code required by QMC to perform the Services on Provider's behalf or causes such source code to be revoked or otherwise rescinded.
- iii. Notwithstanding any other provision of Paragraph 3(a) of this Agreement, QMC may, at its sole discretion, temporarily suspend its obligations under this Agreement should Provider engage in any conduct listed in Paragraphs 3(a)(ii) and/or (iii) of this Agreement. However, nothing in this Paragraph 3(a)(iv) shall be construed to prohibit QMC from terminating this Agreement as otherwise permitted by Paragraph 3(a)(ii) and/or (iii).
- b. **Without Cause.**
Either party may terminate this Agreement without assigning a cause or reason upon one hundred eighty (180) days written notice to the other party.
- c. **Early Termination.**
The parties recognize that Provider has conditionally waived its Onboarding Fee (as defined in Attachment A). Notwithstanding the foregoing, if this Agreement terminates for any reason during the initial twelve (12) months of the Initial Term, then such conditional waiver shall be rescinded and Provider shall immediately pay to QMC the Onboarding Fee.
- d. **Transition Period.**
- i. If this Agreement is terminated for any reason other than by a party for cause pursuant to Paragraph 3(a), the parties agree to a transition period that shall commence on the termination date and end ninety (90) days thereafter (the "Transition Period"). During the Transition Period, Provider agrees not to forward any claims with dates of service after the termination date to QMC for processing. QMC agrees to continue to provide Services for dates of service prior to the termination date as described herein for the entire Transition Period (the "Transition Services"). During the Transition Period, QMC will bill Provider monthly and such monthly invoices shall be due and payable within fifteen (15) days of receipt. At the end of the Transition Period, QMC shall present to Provider a final set of reports, including an invoice for the Services that details the work done during the Transition Period. Provider shall pay all fees due to QMC within thirty (30) days of receiving a complete and correct invoice.
 - ii. If applicable during the Transition Period, Provider shall ensure that any new billing agent (the "New Agent") cooperates with QMC to transition the billing operations to the New Agent and promptly forward to QMC all electronic remittance advices and any other documents that explain payment of and adjudication of medical claims that were billed by QMC but which are received by the New Agent. Provider shall cause the New Agent to provide QMC such other billing information received by the New Agent during the Transition Period as may be reasonably necessary for QMC to timely and properly perform the Services during the Transition Period.
 - iii. During the Transition Period, QMC may terminate the Transition Services (A) if Provider fails to cure any breach within ten (10) days of having received written notice thereof or (B) upon any default in Provider's payment obligations under this Agreement.

4. PROVIDER RESPONSIBILITIES. Provider shall be responsible for the following:

- a. **Information Transfer.**
Subject to the terms of Paragraph 18, below, Provider agrees to provide QMC with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes but is not limited to complete and legible patient demographic information (including name, address and telephone number), dispatch information, insurance information, medical records, patient clinical records (including patient care reports, which must specifically include the reason for patient transport, documentation regarding medical necessity for transport by ambulance, information regarding points of origin and destination, a description of treatment provided, and documentation of patient loaded miles to the nearest tenth of a mile), essential patient and crew signatures, a Physician Certification Statement or other physician order where required by law for non-emergency ambulance services, Advance Beneficiary Notice of Noncoverage (ABN) (when required), and, related forms. All information transmitted by Provider to QMC shall comply with all applicable laws, rules, regulations and policies in all material respects, and Provider shall monitor all billing

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regulations and requirements mandated by governmental or third-party payors and will submit its billing information in accordance with the same. Provider shall use its best efforts to ensure that all information provided to QMC is accurate and complete. QMC will only use the information given to QMC by Provider to bill for medical services provided by Provider. Provider understands and agrees that it is responsible for completing all information accurately so that it reflects work actually performed and matches all medical records. Provider agrees that QMC shall not be liable for any errors resulting from Provider's failure to provide QMC with correct and complete billing information. Provider also acknowledges that all denials based on documentation, service levels, codes or charges assigned by Provider are the sole responsibility of Provider. QMC will not alter the billing information or medical records, but rather shall inform Provider if QMC is made aware of any such billing information inaccuracies. Provider will retain all medical records and forward a copy to QMC upon request if needed for billing purposes.

- b. **Access to Information.**
Subject to the terms of Section 21 hereof and to reasonable security procedures required by Provider, Provider agrees to grant reasonable access for designated QMC personnel to any and all systems, applications, tools and information that is required by QMC for the billing and reimbursement process.
- c. **Notice of Privacy Practices.**
Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.
- d. **Outside Consultants.**
Any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by Provider shall be the sole financial responsibility of Provider.
- e. **Designated Representative.**
Provider shall designate a specific representative to serve as a liaison to QMC personnel.
- f. **Policies and Contracts.**
Provider shall supply QMC with any applicable Provider contracts or policies for billing and any agreements or subscription program materials that may impact on QMC's billing for Provider's services and promptly provide QMC with any updates to such information.
- g. **Billing Rates.**
Provider shall promptly notify QMC of any changes in billing rates, contractual obligations affecting Provider's billing or other changes to Provider's billing policies not later than thirty (30) days prior to the effective date of such changes.
- h. **Bank Account.**
Provider shall designate to QMC a depository bank account (or "lock box" account) to which funds may be directly deposited without QMC negotiating checks made payable to Provider. Such account shall be maintained by Provider at its sole cost and expense.
- i. **Ambulance License.**
Provider shall maintain in good standing and supply QMC a copy of its ambulance service license, certification or permit to do business (including any Certificate of Need or similar permit where required by law), applicable clinical treatment protocols and dispatch protocols. If necessary and requested by QMC, Provider will also furnish a description of the levels and types of service it provides under state law and a list of all personnel, including certification/licensure levels.
- j. **Direct Payments.**
Provider shall promptly report receipt of all payments made directly to Provider for ambulance services rendered by Provider. Provider shall provide to QMC view-only access to Provider's deposit and/or lockbox accounts for the purpose of verifying and reconciling payments. For such accounts where view-only access is infeasible, Provider shall provide to QMC at Provider's expense timely written reports reflecting account activity.
- k. **Governmental Payor Enrollment.**
Provider shall maintain an active, valid Medicare Provider Number and National Provider Identification Number (NPI). Provider shall ensure that it revalidates its provider enrollment periodically when required. Provider shall promptly forward to QMC all communications, from CMS or a Medicare Administrative Contractor or other federal Contractor concerning or relating to Provider's Medicare and Medicaid Enrollment, processing of changes to its Medicare or Medicaid enrollment, or Medicare/Medicaid billing or billing privileges. Notwithstanding the foregoing, Provider understands and agrees that it is solely Provider's responsibility to maintain its Medicare and Medicaid enrollment and to comply with all requirements to promptly update

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all enrollment information promptly and within legally required time limits upon the change of any enrollment information.

- l. **Refrain from Sending Ineligible Claims.**
Provider shall refrain from submitting to QMC any claim for processing if (i) Provider knows or should know that the claim is ineligible for payment or reimbursement or (ii) Provider is ineligible for payment by any third party payors as a result of its licensure status, exclusion, or other sanction with such payor or program, or other legal impediment, and shall promptly notify QMC of any termination, suspension, or revocation of its license, or exclusion from any state or federal health care program, or any change in ownership. Provider understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Provider agrees to abide by QMC's decisions to proper coding and payer based on the information provided to QMC by Provider.
- m. **Services Rendered in Accordance with the Law.**
Provider shall ensure and shall implement any and all necessary processes to ensure that all services rendered by Provider are furnished in accordance with all applicable laws, regulations, and policies, and are performed by individuals who possess current and valid licenses and/or certifications as required by state and local law for the staffing of an ambulance at the level of service provided by Provider.
- n. **Overpayments.**
Provider understands and agrees that it is solely responsible for the prompt return of all overpayments or recoupments sought or imposed by any insurer, carrier, payer, or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessment. Provider further understands that federal law requires any overpayments made by Medicare or other federal health care program be refunded within sixty (60) days of the identification of any such overpayments.
- o. **External and Internal Audits.**
Provider shall immediately notify QMC if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Provider and/or QMC, or claims submitted by QMC on behalf of Provider, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, or other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive the termination of this Agreement.

Provider bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. QMC shall assist Provider in producing any records, reports, or documents in its possession which pertain to the audit or investigation and to which it has a right of access under Paragraph 18(b) or (c) and may charge Provider a reasonable fee for copying, preparation, assembly, or retrieval of such documents or reports. QMC shall have no obligation to perform any duties under this Paragraph 4(p) after the termination of this Agreement for any reason.

5. **QMC SERVICES.** QMC shall perform the following services for **Provider** (collectively the "Services"):
 - a. **Enrollment and Credentialing Services.**
QMC shall use commercially reasonable efforts to arrange for the initial credentialing and re-credentialing of Provider with health plans as directed by Provider in accordance with this Agreement. QMC does not guarantee the success of credentialing or re-credentialing services or that success will be achieved within a specific time frame; Provider agrees and understands that the ultimate result and duration of credentialing and re-credentialing efforts regarding a health plan based on information provided to QMC by Provider is solely within the control of the health plan. A health plan's denial or termination of Provider's participation in the health plan based on guidance given to Provider by QMC and provided to the health plan is not a breach of this Agreement and Provider agrees that QMC is not liable for any damages to Provider as the result of such denial or termination.
 - b. **Demographic Information Verification.**
QMC shall use commercially reasonable efforts to verify through accessible sources all demographic information supplied by the Provider and necessary to support the billing and revenue cycle management process.
 - c. **Insurance Information Verification.**
QMC shall use commercially reasonable efforts to verify through accessible sources patient care reports and all insurance information supplied by the Provider and necessary to support the billing and revenue cycle management process.

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- d. **Claims Processing.**
QMC shall prepare claims and/invoices based on Provider's patient care reports and supporting documentation (including, where required, physician certification statements, dispatch or call intake records or other documentation necessary for billing according to the rules of the applicable payor(s)), deemed complete by QMC, to specifically include coding of claims based on the documentation contained within Provider's patient care reports and any supporting documents. Provider acknowledges and agrees that coding is by its very nature subjective and that separate parties reviewing the same information may arrive at different conclusions regarding the codes to be assigned; provided, however, that QMC shall not assign codes that it knows to be incorrect. In the event it is determined that QMC was solely responsible for assigning inaccurate codes for services provided by Provider, QMC's sole liability, and Provider's sole remedy, shall be limited to QMC's recoding the applicable services at no additional cost to Provider. QMC will use commercially reasonable efforts to submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3(a) for successful submission. QMC shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of all eligible billings and claims. QMC shall convey intermediary/carrier directives and updates that it receives to Provider, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to Provider. Provider agrees that QMC shall not be held responsible for any delays in the filing or processing of claims or bills caused by or arising from insufficient or incorrect documentation or information supplied by Provider or any other third party or from delays resulting from account set-up time for insurance carriers and governmental programs. In addition to any other limitations set forth in this Agreement, QMC shall have no liability for or bear the costs associated with any loss or damage, whether direct, indirect, special, consequential, exemplary, punitive, incidental or otherwise, arising out of, in connection with, resulting from, caused by, or relating to: (i) a determination that services provided by Provider were not "medically necessary," (ii) inaccurately coded claims resulting from incorrect information provided to QMC by Provider or a third party, (iii) Provider's acts or omissions; (iv) the acts or omissions of third parties that receive, process, verify, or otherwise transmit health information in connection with health care transactions (each such party, a "Clearinghouse"); or (v) the acts or omissions of third parties who gain access to or otherwise use the data of a Clearinghouse in an unlawful or unauthorized manner.
- e. **Accounts Receivable Management.**
QMC shall provide follow up and accounts receivable management services for claims arising out of services rendered by Provider. QMC shall exercise due care, prudence and judgment in the management of Provider's accounts receivable. QMC shall, with the cooperation of Provider, make appropriate and reasonable accounts receivable management efforts on all billings and claims to include the preparation of invoices and reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals. If instructed by **Provider**, QMC will forward unpaid accounts that are at least ninety (90) days past due to the Provider, or a collection agency selected by Provider. Provider shall be responsible for all collection agency costs. QMC is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by Provider or its collection agency. Provider shall determine when write-offs shall occur. QMC will follow a payor specific set of protocols for account follow up.
- f. **Reimbursement Posting.**
QMC shall post all reimbursement received on behalf of the Provider to the appropriate accounts within three (3) business days of receipt and make such information available to Provider for review. QMC will work closely with Provider representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from Provider within thirty (30) days of confirmation by the payor.
- g. **Appeals.**
QMC will use commercially reasonable efforts to complete reviews, appeals and related processes to respond to third party payor denials in accordance with payor specific protocols. Provider agrees to cooperate with QMC in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.
- h. **Fixed Reporting.**
QMC will provide a fixed set of reports to Provider on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment B to this Agreement. If required, upon Provider's request, QMC may develop custom reports for Provider, for which the cost, content and timeliness will be mutually agreed upon by the parties.
- i. **Correspondence.**

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QMC shall not send correspondence to patients, third-party payors or other third parties relating to Provider's claims except using template letters approved in advance by Provider. QMC may rely on Provider's approval of a template for use thereafter by QMC until such time as Provider requests a change to the template. The Parties stipulate modification of correspondence may be necessary to comply with applicable law and will use their best efforts to institute letter modifications when necessary.

j. **Credit Card Merchant Account.**

QMC will establish a credit card merchant account and related capabilities to permit Provider's patients to pay via any major credit card and allow associated funds to be deposited directly into Provider's designated bank account, net of associated credit card processing fees.

k. **Overpayments and Credit Balances.**

QMC will notify Provider of any overpayments and/or credit balances of which QMC becomes aware. Provider bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patient, or other payers or insurers, and agrees to make such refunds. QMC may, at its option, assist Provider in processing such refunds, but all refunds are to be made solely with Provider's funds, and QMC has no responsibility to make such refunds.

l. **Account Representative.**

QMC will provide one or more account representatives to respond to patient, payer, and/or Provider billing questions during QMC's regular business hours.

m. **Accounting and Auditing.**

If Provider requires QMC's assistance in Provider's accounting or other internal audits, QMC may charge for such audit support services at its customary rates, to be established by QMC from time to time. Upon written request of Provider for same, QMC shall furnish these rates to Provider in writing prior to undertaking any work pursuant to this Paragraph 5(m). From time to time, Provider may request to audit QMC's records directly related to the Services delivered to Provider. The terms of any audit by Provider of QMC shall be conducted according to written agreement signed by both parties that specifically cites this Paragraph 5(m) of this Agreement.

n. **Provider Resources.**

Provider acknowledges and agrees that QMC may provide the Services hereunder through internal and external personnel or resources that may be located inside or outside of the United States.

6. SPECIFICALLY EXCLUDED DUTIES OF QMC. Notwithstanding any provisions of this Agreement to the contrary, QMC shall not be responsible to/shall not:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Accept a reassignment of any benefits where prohibited by law.
- c. Negotiate any checks made payable to Provider, although QMC may forward collection accounts to a collection agent of Provider's choosing. Nothing in this Agreement is intended to make QMC a debt collector under the federal Fair Debt Collection Practices Act or similar state laws, and QMC should not be construed as undertaking any activities that would make it a debt collector under the Fair Debt Collection Practices Act or similar state laws.
- d. Provide legal advice or legal services to Provider, Provider's patients or payers, or anyone acting on Provider's behalf.
- e. Unless otherwise set forth in a separate agreement between the parties, provide any billing or accounts receivable management services with respect to emergency and/or non-emergency ambulance services provided by Provider prior to the Go Live Date.

QMC's sole obligation is to provide the Services set forth in this Agreement based on the information and documentation provided by the Provider or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and QMC shall have no responsibility or liability for the accuracy or completeness of any such information provided by the Provider or its officers, directors, employees, representatives, agents or attorneys. Provider further acknowledges that QMC shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the Provider or its officers, directors, employees, representatives, agents or attorneys.

7. COMPENSATION.

a. **Service Fees.**

In recognition of the Services provided as described herein, Provider shall pay QMC in accordance with the rates set forth in Attachment A.

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- b. **Payment Terms.**
Provider shall pay QMC within thirty (30) days of receiving a complete and correct invoice for the Services. If Provider is a governmental entity, Provider shall pay QMC from the revenue generated by the Services, a revenue source separate and apart from Provider's other revenue sources including any and all tax levies. QMC shall issue invoices to Provider on a monthly basis. If any invoices remain outstanding for fifteen (15) days or more, QMC may charge interest on the unpaid balance at the rate of one and one half percent (1.5 %) of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, without limiting any termination rights under this Agreement, QMC may at its option suspend the Services hereunder upon five (5) day's prior written notice if any invoices remain outstanding for fifteen (15) days or more.
8. **RATES.**
Provider shall set rate schedules for its services as desired and QMC will diligently seek reimbursement for such services as provided for herein.
9. **INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY.**
- a. **Indemnity.**
Subject to Paragraph 9(c), QMC agrees to indemnify and hold the Provider harmless from any losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) ("Claims") not covered by the Provider's insurance coverage, which result from third party claims or lawsuits, arising from the actual or alleged wrongful acts or omissions of QMC, including without limitation, breach of this Agreement.
- b. **Disclaimer.**
Except as expressly set forth in this Agreement, QMC makes no warranties whatsoever with respect to its services provided hereunder, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALINGS OR USAGE OF TRADE. Without limiting the foregoing, QMC expressly disclaims any and all warranties or representations pertaining to the amount of payments that will be achieved based on the services it renders under this Agreement. This disclaimer in no way limits QMC's obligations to comply with the express terms of this Agreement.
- c. **Limitation of Liability.**
In no event shall QMC'S total cumulative liability for any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) under this Agreement (whether by reason of breach of contract, tort, strict liability, indemnification or otherwise) exceed (1) the total fees paid by Provider to QMC within the one (1) year period prior to the claim giving rise to the alleged or actual damages less (2) any prior damages paid by Provider to QMC. In no event shall QMC be liable for any indirect, special, consequential, incidental, exemplary or punitive damages (including without limitation damages for loss of revenue, loss of refunds, loss of data, loss of profits or loss of goodwill) regardless of whether QMC has been informed of the possibility of such damages. Any claims, damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of, based on, or relating to this Agreement not presented by Provider to QMC in writing pursuant to the notice provisions of Paragraph 14 within one (1) year from the occurrence thereof shall be deemed waived. Provider shall have the duty to mitigate its damages or potential damages.
10. **INSURANCE.**
Each party shall maintain general liability insurance and, in the case of Provider, professional liability insurance in accordance with usual and customary industry practice. Each party shall provide proof of insurance to the other party upon request.
11. **INDEPENDENT CONTRACTOR STATUS.**
In the performance of the Services under this Agreement, QMC and its personnel are independent contractors and not employees or agents of Provider. This Agreement does not create the relationship of employer and employee. QMC and its employees and independent contractors will be solely responsible for all required federal and state income taxes and withholdings applicable to them. QMC 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.
12. **REGULATORY COMPLIANCE.**
Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for ambulance and medical transportation services. Provider represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.
13. **NON-SOLICITATION; NON-EMPLOYMENT.**

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Provider acknowledges that QMC has invested significant time and other resources in the initial and subsequent training of its employees. Provider also acknowledges that QMC's employees, due to their positions of trust, have had access to QMC's Proprietary Information. Therefore, in order to protect QMC's legitimate business interests and assets:

- a. During the term of this Agreement and for a two (2) year period following its termination for any reason whatsoever (the "Restriction Period"), Provider shall not, directly or indirectly, without the express written consent of QMC: (i) employ, hire, or otherwise retain, or (ii) recruit, solicit or otherwise attempt to employ, hire or otherwise retain, either on its own behalf or on behalf of any third party, any individual who was an employee of QMC at any time during the term of this Agreement (the "Restriction").
- b. Provider acknowledges that compliance with the Restriction is necessary to protect the business and goodwill of QMC, and that any breach of the Restriction by Provider will result in irreparable and continuing damages to QMC, for which money damages will not provide adequate relief. Consequently, Provider agrees that in the event it breaches or threatens to breach the Restriction, QMC shall be entitled to petition a court of law or equity for a temporary restraining order, a temporary or preliminary injunction and a permanent injunction, in order to cause Provider to cease and desist from any further breaches of the Restriction and in order to prevent immediately and permanently the continuation of such harm.
- c. The Restriction shall apply during the Restriction Period. If Provider violates the Restriction and QMC brings legal action for injunctive or other relief, QMC shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Restriction Period. Accordingly, the time during which Provider is in violation of the Restriction and the time during the pendency of any legal or equitable action shall not be included in calculating the Restriction Period.
- d. The covenants and restrictions contained in this Paragraph 13 are separate and divisible. If, for any reason, any one provision or clause is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed limited by construction and scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be severed from this Agreement without affecting the validity or enforceability of any other term or provision hereof. Each provision and clause shall be enforced to the maximum extent permitted by law.
- e. The existence of any claim or cause of action by Provider against QMC shall not constitute a defense to the enforcement of the Restriction by QMC, but shall be resolved separately.

14. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to Provider:
 Jeff Fishel
 Director
 Delaware County EMS
 10 Court Street
 Delaware, OH 43015

If sent to QMC:
 S. Mark Talley
 Chief Executive Officer
 Quick Med Claims, LLC
 1400 Lebanon Church Road
 Pittsburgh, PA 15236

15. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

16. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

17. FORCE MAJEURE.

Neither QMC nor Provider shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, terrorism, epidemics, war, strikes, cyberattacks, work slowdowns, fire, flood, earthquake or other "acts of God" or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither

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party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either Provider or QMC may terminate the Agreement upon written notice to the other in accordance with Paragraph 3. Notwithstanding the foregoing, a force majeure event shall not excuse Provider from its payment obligations as set out in Paragraph 7.

18. RECORDS.

- a. Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), QMC agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of the Services hereunder. In addition, QMC hereby agrees, if the Services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.
- b. Provider understands that all documentation provided to QMC by Provider, whether in electronic and/or paper form, are for the sole and express purpose of permitting QMC to provide the Services under this Agreement. It is Provider’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to QMC (“Provider-Provided Records”). QMC does not act as Provider’s records custodian. As a convenience to Provider, QMC will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (in compliance with federal and applicable state privacy laws) for such documentation, if those records are in QMC’s possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by QMC to be routine attorney requests, QMC shall forward such requests to Provider for disposition. Provider further understands and acknowledges that any paper documents provided to QMC will be converted to electronic format, and that QMC will not maintain paper copies of any such paper documents provided to it by Provider. QMC reserves the right to destroy any such paper documents upon their conversion to electronic format. QMC shall store all documentation in compliance with state and federal law.
- c. During the term of this Agreement, QMC shall, upon Provider’s written request, provide to Provider, in electronic format, copies of any Provider-Provided Records furnished to QMC by Provider, and any Claim Adjudication Documents generated by and received from insurers and payers in response to claims submitted by QMC on Provider’s behalf. “Claim Adjudication Documents” shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar nature.
- d. Any documents, data, records, or information compiled in the course of QMC’s provision of the Services under this Agreement other than those Provider-Provided Records and Claim Adjudication documents defined in Paragraphs 18(b) and (c), above, shall be the sole and exclusive property of QMC and shall be considered the business and/or proprietary records of QMC. QMC shall have no obligation to furnish any such business or proprietary records of QMC to Provider, and Provider shall have a right of access only to the Provider-Provided Records and Claim Adjudication Document, as defined in Paragraphs 18(b) and (c).
- e. Should this Agreement be terminated for any reason, all documents and records to which Provider has a right of access under Paragraphs 18(b) and (c) of this Agreement shall be maintained in electronic format at a site convenient for a reasonable amount of time for any follow-up QMC has agreed to perform pursuant to this Agreement. Electronic copies of the records to which Provider has a right of access under Paragraphs 18(b) and (c) will be made available to Provider in electronic format acceptable to QMC at the Provider’s written request within thirty (30) days following termination of this Agreement or within thirty (30) days of the payment of all outstanding invoices to QMC and following a written request for those records, whichever is greater. In other words, if Provider has any outstanding invoices due to QMC, QMC has no responsibility to respond to Provider record requests, QMC shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such QMC-generated reports to Provider.
- f. Upon termination of this Agreement, Provider is responsible to notify all payers, patients, and other correspondents of its new address, phone number and contact information for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, QMC will not be responsible for mail, deliveries, messages, or other communications sent in Provider’s name to QMC after the effective termination date of this Agreement, and QMC shall

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have no duty to accept, maintain, copy, deliver, or forward such communication to Provider following termination of this Agreement.

19. CONFIDENTIALITY.

a. General Provision.

Provider and QMC agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. Provider agrees to sign QMC's standard business associate agreement, which is incorporated herein and attached hereto as Attachment C on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

b. Software.

Provider acknowledges that the billing software used by QMC (the "Software") in performing the Services is proprietary and confidential and the sole property of QMC. Provider agrees: (i) that this Agreement does not and shall not be construed to confer upon Provider, any express or implied right, title or interest in or to any of the Software, (ii) that it will not assert any claim to the Software and will fully cooperate with QMC in protecting all of the intellectual property rights of QMC and its affiliates in and to the Software, (iii) it shall not, and shall not permit any other person to copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software, whether in whole or in part; (iv) that it shall strictly abide by QMC's policies and procedures, in effect from time to time, setting forth the parties' rights and responsibilities with respect to the Software, (v) that it will not use the Software except in connection with services provided during the term of this Agreement, nor in any manner that may contravene any applicable law or impair the validity or enforceability of QMC's intellectual property rights with respect to the Software, (vi) not to disclose to anyone other than its accountants and attorney any information it receives about the Software, copies of computer reports, QMC's business practice or other trade secrets, (vii) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party, (viii) not to reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part, and (ix) not to bypass or breach any security device or protection used for or contained in the Software. Provider hereby agrees to fully perform all of its obligations in connection therewith as set forth herein.

b. Public Relations.

QMC and Provider shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

20. GOVERNING LAW AND FORUM SELECTION.

This Agreement and the rights of the parties hereunder, shall be deemed to have been made and entered into in Ohio and shall be interpreted and determined in accordance with the laws of the State of Ohio, without consideration of conflict of law principles.

21. DISPUTE RESOLUTION.

Any dispute or controversy arising out of or relating to this Agreement shall only be filed in and heard before a court of competent jurisdiction in Delaware County, Ohio. In any dispute or controversy that arises between the parties relating to or arising from this Agreement, each party agrees to be separately responsible for its respective attorneys' fees and all other legal costs and expenses, notwithstanding the settlement, outcome, or final resolution of any such dispute or controversy.

22. DRAFTER.

Both parties agree that they were provided a fair and reasonable time to evaluate and ask any questions about QMC's services and the terms and conditions of this Agreement. Each party further agrees that they are not acting under undue influence or based on unwritten promises in executing this Agreement and that execution of this Agreement is done freely, knowingly and voluntarily. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

23. AMENDMENT; WAIVER.

The waiver of any breach of any provision of this Agreement does not operate and may not be construed as a waiver of any later breach. The provisions of this Agreement may be amended only with the prior written consent of QMC and Provider.

24. COUNTERPARTS.

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This Agreement may be executed in counterparts and each counterpart will be considered an original. Together, the counterparts are one and the same Agreement.

25. INTERPRETATION.

Headings and captions are only for the convenience of the parties. They do not have substantive meaning. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of any party may require.

26. NO THIRD PARTY BENEFICIARIES.

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than QMC, Provider and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

27. SURVIVAL.

Any provisions of this Agreement that impose an obligation after termination of this Agreement, including without limitation the provisions of Sections 3(c), 10, 11, 14, 27, and Attachment C shall survive the termination of this Agreement and shall continue to be binding on the parties.

28. NON-DISCRIMINATION.

In fulfilling the obligations and duties of this Agreement, QMC shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act. QMC shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

29. DRUG-FREE WORKPLACE.

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

30. ENTIRE AGREEMENT.

This Agreement and all of the Attachments to this Agreement set forth the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement. Each party has relied only on any written representations contain herein.

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

**11
RESOLUTION NO. 24-635**

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2025 FOR THE LANETTA LANE DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Lanetta Lane Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2025, the following information may be used to initiate the account:

Name: Lanetta Lane
Account: 2407
Organization: 21911401
Amount: \$7,000.00
2025 Collection: 5.0%

Maintenance Easement Description: (Map available at Engineer’s Office)

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Beginning at Point A at the east terminus of Lanetta Lane and extending to Point F approximately 30 feet north of Autumn Lake Drive.

A to B:
25 feet right of top of bank
25 feet left of top of bank

B to C:
10 feet right of subsurface drain
20 feet left of subsurface drain

C to D:
15 feet right of subsurface drain
15 feet left of subsurface drain

D to E:
Right to the property line
25 feet left of top of bank

E to F:
25 feet left to the edge of the wooded riparian corridor
Right to the property line

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Lanetta Lane Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2025;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners' Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project's final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

**12
RESOLUTION NO. 24-636**

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2025 FOR THE RADNOR #2015-1 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Radnor #2015-1 Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners' Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2025, the following information may be used to initiate the account:

Name: Radnor #2015-1
Account: 2401
Organization: 21911401
Amount: \$7,145.12
2025 Collection: 5.0%

Maintenance Easement Description: (Map available at Engineer's Office)

Beginning at Point A on Parcel #52041001047000 and extending upstream to a terminus at Point C approximately fifty feet east of the driveway for 4210 Warrensburg Road.

A to B:

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25 feet right of top of bank
25 feet left of top of bank

B to C:
20 feet right of subsurface drain
20 feet left of subsurface drain

D to E:
20 feet right of subsurface drain
20 feet left of subsurface drain

Access Easement:
A1 to A2
30 feet north of road right-of-way

A2 to A3
30 feet west of property line

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Radnor #2015-1 Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2025;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment.

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

13
RESOLUTION NO. 24-637

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2025 FOR THE MILLER-WILLIAMS-HOLMES DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Miller-Williams-Holmes Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2025, the following information may be used to initiate the account:

Name: Miller-Williams-Holmes
Account: 2406
Organization: 21911401
Amount: \$5000.00
2025 Collection: 5.0%

Maintenance Easement Description: (Map available at Engineer’s Office)
Beginning at Point A approximately 50 feet north of Autumn Lake Drive and extending to Point C at the right-of-way for Center Green Drive.

A to B:
25 feet right of top of bank
25 feet left of top of bank

B to C:
25 feet right of top of bank
25 feet left of the edge of the wooded riparian corridor

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Access Easements:
Autumn Lake Drive
Grassmere Drive

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Miller-Williams-Holmes Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2025;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project’s final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

14

RESOLUTION NO. 24-638

IN THE MATTER OF APPROVING THE DRAINAGE MAINTENANCE EASEMENTS FOR THE VILLAGE AT HARVEST WIND #2317 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation District Staff recommend approving the Drainage Maintenance Easements for the Village at Harvest Wind #2317 Drainage Improvement Project;

Maintenance Easement Description: (Map available at Engineer’s Office)

Within the Village at Harvest Wind Condominium and Village at Harvest Wind Condominium 1st Amendment as described in Plat Cabinet C2-432 and C2-635.

Retention Basins:
10 feet from top of bank

Storm Drain:
10 feet right of storm drain
10 feet left of storm drain

Concrete Channel:
10 feet right of concrete channel
10 feet left of concrete channel

Access Easements:
Autumn Lake Drive
Grassmere Drive
Langton Circle

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the Maintenance Easements for the Village at Harvest Wind #2317 Drainage Improvement;

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

15

RESOLUTION NO. 24-639

IN THE MATTER OF APPROVING A CONTRACT WITH GARLAND/DBS, INC. FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY BUILDING ENVELOPE PROJECT (2024 PHASE):

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

WHEREAS, the Sanitary Engineer recommends building repairs on the Filter Building C and Solids Handling Building D at the Lower Scioto Water Reclamation Facility; and

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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 the Building Envelope Project at the Lower Scioto Water Reclamation Facility (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-240053**

BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT AND GARLAND/DBS, INC. FOR THE LOWER SCIOTO WATER RECLAMATION FACILITY BUILDING ENVELOPE PROJECT (2024 PHASE).

- 1.) This CONTRACT is made at Delaware County as of August 19, 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 C (Filter Building) and D (Solids Handling)) located at 6579 Moore Road, Delaware, Ohio 43015 as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal #91-OH-220053 dated 6/25/2024 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 \$300,000, 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

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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.
- 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.

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- 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 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.

Vote on Motion

Mrs. Lewis Aye

Mr. Merrell Aye

Mr. Benton Aye

16

RESOLUTION NO. 24-640**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH
FEECORP CORPORATION FOR VACUUM BOX RENTAL AND SERVICES:**

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

WHEREAS, FeeCorp Corporation is currently under contract to provide Vacuum Box Rental and Services for the Sewer District; and

WHEREAS, the contract allows for an extension of up to two (2) additional one (1) year terms; and

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WHEREAS, there is no change in contract price; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 1 to extend the existing contract with FeeCorp Corporation until June 15, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves Change Order No. 1 to extend the contract with FeeCorp Corporation.

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

**17
RESOLUTION NO. 24-641**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH HEAVY DUTY TRUCK & EQUIPMENT SERVICE INC. FOR PREVENTATIVE MAINTENANCE, TOWING, AND REPAIR SERVICES:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Heavy Duty Truck & Equipment Service Inc. for preventative maintenance, towing, and repair services for heavy duty vehicles at the County’s sewer district facilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Heavy Duty Truck & Equipment Service Inc.:

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

This Agreement is made and entered into on August 19, 2024, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Heavy Duty Truck & Equipment Service Inc., 172 Walnut St., Sunbury, Ohio 43074 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide preventative maintenance, towing, and repair services for heavy duty vehicles at the County’s sewer district facilities (the “Services”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are described in and shall be rendered by the Contractor in accordance with the Contractor’s service rates, referred to herein as *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

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 FEES AND REIMBURSABLE EXPENSES

- 4.1 The fee for the Services shall be as set forth in Exhibit A.
- 4.2 Total compensation under this Agreement shall not exceed \$75,000.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

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- 5.1 “Notices” issued under this Agreement shall be served on the Parties by U.S. Certified Mail to the attention of the individuals listed below in writing. 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: Jason Watts

Address: 7767 Walker Wood Blvd., Lewis Center, OH. 43035

Telephone: 740-833-2238

Email: jwatts@co.delaware.oh.us

Contractor: Heavy Duty Truck and Equipment Service

Name of Principal: Bill Decker

Address of Firm: 172 Walnut St.

City, State, Zip: Sunbury, OH, 43074

Telephone: (740) 965-2424

Email: heavy953@yahoo.com

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 Article 4 of this Agreement and *Exhibit A*.

- 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 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.

- 7.2 Contractor shall not proceed with any Services without written order from the Sanitary Engineer.

- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall only be effective if approved in a writing signed by both Parties.

10 INDEMNIFICATION

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

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

11 INSURANCE

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 12.8 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.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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**TIFFANY MAAG,
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT**

Recognizing Tim Bennett, Recipient of the Ohio Water Environment Authority State Professional Wastewater Operations Award (PWO Award)

Recognizing Bic Boyles, Recipient of the Ohio Water Environment Authority Southeast Section F.H. Waring Award

19

RESOLUTION NO. 24-642

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE SURETIES FOR NORTHSTAR PRESTWICK ROAD, LIBERTY GRAND DISTRICT SECTION 8, PHASE A AND LIBERTY GRAND DISTRICT SECTION 8 PHASE B:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Northstar Prestwick Road; Liberty Grand District Section 8, Phase A; and Liberty Grand District Section 8, Phase B (the "Subdivisions"), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivisions be accepted into the public system:

Northstar Prestwick Road:

- An addition of 0.285 mile to township road number 1883, Prestwick Road

Liberty Grand District Section 8, Phase A:

- An addition of 0.547 mile to township road number 1857, Shoal Way

Liberty Grand District Section 8, Phase B:

- An addition of 0.095 mile to township road number 1884, Ashford Way; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivisions; and

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WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivisions:

- On township road number 1883, Prestwick Road, at its intersection with township road 56, Wilson Road
- 2 on township road number 1884, Ashford Way, at its intersections with township road number 1857, Shoal Way; and

WHEREAS, the Engineer requests approval to return the maintenance sureties being held to Northstar Residential Development LLC, and M/I Homes of Central Ohio, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases maintenance sureties in accordance with the Engineer’s recommendations stated herein.

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

20
RESOLUTION NO. 24-643

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR DUBLIN COURT SUBDIVISION:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Dublin Court Subdivision;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Dublin Court Subdivision;

OWNER’S
AGREEMENT

PROJECT NUMBER: 24059

THIS AGREEMENT, executed on this 19th day of August, 2024, between Romanelli & Hughes Building Co., hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Dublin Court Subdivision further identified as Project Number 24059 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.

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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 Two Thousand Dollars and No Cents (\$32,000.00) 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.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$535,500.00
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$53,600.00
INSPECTION FEE DEPOSIT	\$32,000.00

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

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RESOLUTION NO. 24-644**

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:

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WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2024-0167	SUBURBAN GAS	HOWARD FARM	BLANKET PERMIT
UT2024-0168	COLUMBIA GAS	LEWIS CENTER & WORTHINGTON RDS	GAS MAIN LINE RELOCATION
UT2024-0169	SPECTRUM	HOWARD RD	ROAD BORE

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

ADMINISTRATOR REPORTS

CA Davies – Attended a TID meeting and gave project updates.

DCA Huston & Attorney Hochstettler – Nothing to report.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell, Commissioner Lewis & Commissioner Benton – Nothing to report.

Recessed Session Hearing at 10:05 a.m. / Reconvene Session Hearing at 10:10 a.m.

10:00 A.M. Final Hearing for the Proposed Hoover #61 Watershed Drainage Improvement

THE PROPOSED HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT HAS 8 POTENTIAL PARTS:

- HOOVER #61 MAIN
- WOODTOWN LATERAL
- MCELWEE #324 SECTION 1
- MCELWEE #324 SECTION 2
- MCELWEE #342 LATERAL #1
- CRABILL #589 MAIN
- CRABILL #589 LATERAL #1
- CRABILL #589 LATERAL #2

*Denial of the Hoover #61 Main will necessitate denial of:
McElwee #324 Section 1, McElwee #324 Section 2, and McElwee #324 Lateral #1.*

*Denial of the Hoover #61 Main will necessitated denial of:
Woodtown Lateral*

10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

The Board of Commissioners opened the hearing at 10:12 A.M.

The Board of Commissioners closed the hearing at 11:40 A.M.

RESOLUTION NO. 24-645

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

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

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic

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development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of Pending or Imminent Litigation.

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

RESOLUTION NO. 24-646

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 24-647

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE MCELWEE #324 SECTION 1 PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT; THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to set aside the order for and dismiss the petition for the MCELWEE #324 Section 1 part of the Hoover #61 Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

RESOLUTION NO. 24-648

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE PETITION FOR THE HOOVER #61 MAIN WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST IS EQUAL TO OR EXCEEDS THE BENEFITS OF THE IMPROVEMENT; THE IMPROVEMENT IS NOT NECESSARY; OR THE IMPROVEMENT IS NOT CONDUCTIVE TO THE PUBLIC WELFARE:

It was moved by Mrs. Lewis, seconded by Mr. Benton, to set aside the order for and dismiss the petition for the Hoover #61 Main Watershed Drainage Improvement Project due to one or more of the following reasons: the cost is equal to or exceeds the benefits of the improvement; the improvement is not necessary; or the improvement is not conducive to the public welfare.

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

Denial of the Hoover #61 Main necessitated denial of:

**McElwee #324 Section 1, McElwee #324 Section 2, and McElwee #324 Lateral #1
No need to address requests on exception to the assessment**

Denial of the Hoover #61 Main necessitated denial of:

Woodtown Lateral

RESOLUTION NO. 24-649

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
ACKNOWLEDGING RECEIPT OF AND ACCEPTING FOR CONSIDERATION THE
OBJECTIONS TO THE PROPOSED IMPROVEMENT AND EXCEPTION TO ASSESSMENT**

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FILED BY KEVIN AND RHONDA MCINTYRE FOR THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on April 19, 2019, a drainage improvement petition for the Hoover #61 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on October 10, 2019, the Board adopted Resolution No. 19-1014, finding in favor of the improvement and directing the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, on August 19, 2024, the Board convened the final public hearing to determine if the improvement is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, an owner may file an exception to the assessments or a claim for compensation or damages with the Clerk of the Board of County Commissioners not less than five days before the date fixed for the final hearing, and exceptions or claims must meet the requirements of section 6131.17 of the Revised Code; and

WHEREAS, on August 12, 2024, Kevin and Rhonda McIntyre, filed a document "requesting an exception to the assessment" for the Hoover #61 Watershed Drainage Improvement Project (marked by the Clerk as "Exhibit BB" and available in the Commissioners' Office file for the Hoover #61 Watershed Drainage Improvement Project);

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

Section 1. The Board hereby acknowledges the timely receipt of the document marked as Exhibit BB, which shall be accepted as the owners' comments on the petition, submitted in accordance with section 6131.08 of the Revised Code.

Section 2. The Board hereby accepts for consideration the document marked as Exhibit BB to the extent it is submitted as an exception to the county engineer's schedules of assessments, pursuant to section 6131.17 of the Revised Code.

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

RESOLUTION NO. 24-650

IN THE MATTER OF DENYING THE EXCEPTION TO THE SCHEDULE OF ASSESSMENT FILED BY KEVIN AND RHONDA MCINTYRE FOR THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis, to deny the exception to the schedule of assessment filed by Kevin and Rhonda McIntyre for the Hoover #61 Watershed Drainage Improvement Project.

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

RESOLUTION NO. 24-651

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE CRABILL #589 MAIN PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on February 22, 2019, a Drainage Improvement Petition for the Hoover #61 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on October 10, 2019, the Board adopted Resolution No. 19-1014, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hoover #61 Watershed Drainage Improvement Petition Project; and

WHEREAS, on August 19, 2024, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Crabill #589 Main part of the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the

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effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This 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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

RESOLUTION NO. 24-652

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE CRABILL #589 MAIN PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on August 19, 2024, the Delaware County Board of Commissioners (the "Board") held the final public hearing and, in Resolution No. 24-651, affirmed its order for the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Crabill #589 Main part of the Hoover #61 Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes November, 2024 as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

RESOLUTION NO. 24-653

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE CRABILL #589 LATERAL #1 PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

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WHEREAS, on February 22, 2019, a Drainage Improvement Petition for the Hoover #61 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on October 10, 2019, the Board adopted Resolution No. 19-1014, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hoover #61 Watershed Drainage Improvement Petition Project; and

WHEREAS, on August 19, 2024, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Crabill #589 *Lateral #1* part of the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 24-654

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE CRABILL #589 LATERAL #1 PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on August 19, 2024, the Delaware County Board of Commissioners (the "Board") held the final public hearing and, in Resolution No. 24-653, affirmed its order for the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Crabill #589 Lateral #1 part of the Hoover #61 Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes November, 2024 as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county

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will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

RESOLUTION NO. 24-655

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE CRABILL #589 LATERAL #2 PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on February 22, 2019, a Drainage Improvement Petition for the Hoover #61 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and WHEREAS, on October 10, 2019, the Board adopted Resolution No. 19-1014, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, on August 19, 2024, the Board held a final public hearing, to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Crabill #589 Lateral #2 part of the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

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

Section 1. The Board hereby affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This 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 Aye

RESOLUTION NO. 24-656

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE CRABILL #589 LATERAL #2 PART OF THE HOOVER #61 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on August 19, 2024, the Delaware County Board of Commissioners (the "Board") held the final public hearing and, in Resolution No. 24-655, affirmed its order for the Hoover #61 Watershed Drainage Improvement Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

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

Section 1. The Board hereby approves the assessments for the Crabill #589 Lateral #2 part of the Hoover #61 Watershed Drainage Improvement Project as prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

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Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement and for the construction of the improvement.

Section 5. The Board fixes November, 2024 as the date for the County Engineer to receive bids for the construction of the improvement.

Section 6. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the county for the borrowing of the funds. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the county will front the remaining cost of the construction, and the county will no longer borrow the funds.

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

RESOLUTION NO. 24-657

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE HOOVER #61 MAIN, WOODTOWN LATERAL, MCELWEE #324 SECTION 1, MCELWEE #324 SECTION 2 AND MCELWEE #324 LATERAL #1 WATERSHED DRAINAGE IMPROVEMENT PROJECT, INCLUDING THE COSTS INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES, BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE FINAL HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby ORDERS that the costs for the proceedings of the Hoover #61 Main Watershed Drainage Improvement Project, including the costs incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules, shall be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the final hearing, and that the land owners shall be given the option to pay the costs in a single installment or over two years, in semi-annual installments, as taxes are paid. No interest shall be charged on the installments.

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

RESOLUTION NO. 24-658

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 24-659

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners