

**COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 13, 2025**

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

**1
RESOLUTION NO. 25-187**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 10, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 10, 2025; and

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

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

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 25-188**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0312:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0312 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

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

**4
RESOLUTION NO. 25-189**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Communications Department is requesting that Lauren Yankanin and Hunter Frey attend the Association of Public Safety Communications Officials International Conference in Baltimore, MD, from July 26-31, 2025; at the cost of \$8,190.00.

The Administrative Services Department is requesting that Dawn Huston attend the National PELRA conference in Portland, Oregon from June 21-27, 2025; at the cost of \$3,884.04 (fund number 10011108).

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

**5
RESOLUTION NO. 25-190**

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware

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

WHEREAS, the Board has before it a request from the Director of Facilities to expend county monies for the lease of new motor vehicles for use by the Delaware County Juvenile Court; and

WHEREAS, the motor vehicles are available for lease through the Enterprise Government Vehicle Leasing Program, TIPS Contract 190402 (the “Program”);

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the lease of motor vehicles to be used by the Delaware County Juvenile Court for the following reason: two (2) existing motor vehicles have reached the end of their useful service life.

Section 2. The Board hereby approves the lease of the following motor vehicles from the Program and declares that the lease of said motor vehicles shall be in accordance with the Lease Rate Quote for each vehicle, pursuant to the contract and terms and conditions set forth in Resolution No. 18-824 approving the Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, and Credit Application with Enterprise FM Trust:

All General Fund and Other Fund Vehicles to be Leased

Vehicle Type	2025 Vehicle Make and Model	Estimated Annual Lease Payment	Number to be Leased	Estimated Total Annual Lease Payment Per Type
Sedan	Nissan Altima	\$5,436.72	2	\$10,873.44
		TOTAL	2	\$10,873.44

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Director of Facilities and the County Auditor.

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

**6
RESOLUTION NO. 25-191**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds		
From:	To:	
10011102-5801	60211902-4601	300,000.00
Commissioners General/ Miscellaneous Cash Transfer	Employee Benefits/Interfund Revenues	

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

**7
RESOLUTION NO. 25-192**

IN THE MATTER OF SUPPORTING THE PUBLIC UTILITIES COMMISSION OF OHIO’S ASSESSMENT OF THE FEASIBILITY TO REGULATE THE THROUGH TRANSPORTATION OF HAZARDOUS MATERIALS ALONG PORTIONS OF OH-315 TO ENHANCE SAFETY WITHIN DELAWARE COUNTY COMMUNITIES:

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

WHEREAS, significant growth in population and residential development has increased traffic congestion throughout Central Ohio active transportation corridors, including Ohio State Route 315 (OH-315); and

WHEREAS, OH-315 is a state route connected to a larger regional transportation system responsible for distributing various goods and services, including hazardous materials, throughout the region; and
WHEREAS, a portion of OH-315 runs through Delaware County, including the communities of Delaware Township, Liberty Township, the City of Delaware, and the City of Powell; and

WHEREAS, the parts of Delaware County communities through OH-315 runs are largely residential areas, and

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the Olentangy Local School District provides transportation to over forty students along this portion of OH-315; and

WHEREAS, pursuant to section 4923.11 of the Ohio Revised Code and Chapter 4901:2-8 of the Ohio Administrative Code, the Public Utilities Commission of Ohio (PUCO) is the regulatory agency responsible for ensuring the safe transportation of hazardous materials, in commerce, into, within, or through the State of Ohio, including authority to designate and restrict routes for transportation of hazardous materials; and

WHEREAS, an initial step in the process of establishing designated and restricted routes for the transportation of hazardous materials is PUCO’s assessment of the feasibility to do so; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) believes establishing OH-315 as a restricted route will reduce traffic congestion, reduce risks to persons and property, and improve the quality of life for local residents;

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

Section 1. The Board hereby supports PUCO’s assessment of the feasibility to regulate the through transportation of hazardous materials along portions of OH-315, which would enhance safety within Delaware County communities.

Section 2. The Board hereby finds that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

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

**8
RESOLUTION NO. 25-193**

IN THE MATTER OF APPROVING AN AGREEMENT WITH GILBANE BUILDING COMPANY AS THE CONSTRUCTION MANAGER AT RISK FOR THE DELAWARE COUNTY SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners ranked Gilbane Building Company’s proposal to serve as construction manager at risk for the Delaware County Social Services Administration Facility project the best value for Delaware County and authorized negotiations with Gilbane Building Company; and

WHEREAS, the Deputy County Administrator/General Counsel and the Director of Facilities have negotiated an agreement with Gilbane Building Company and recommend approval of the agreement with Gilbane Building Company;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the agreement with Gilbane Building Company as the construction manager at risk for the Delaware County Social Services Administration Facility project.

(A copy of the agreement has been submitted to the Clerk and shall be retained in accordance with the applicable records retention schedule.)

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

**9
RESOLUTION NO. 25-194**

IN THE MATTER OF APPROVING THE SUBAWARD AND COLLABORATIVE AGREEMENT BETWEEN FRANKLIN COUNTY CHILDREN SERVICES AND DELAWARE COUNTY JOB AND FAMILY SERVICES FOR THE CHILD WELFARE FELLOWSHIP PROJECT:

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

WHEREAS, the Director of Job and Family Services recommends approval of the subaward and collaborative agreement between Franklin County Children Services and Delaware County Job and Family Services for the child welfare fellowship project;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Subaward and Collaborative Agreement:

**SUBAWARD AND COLLABORATIVE AGREEMENT BETWEEN
FRANKLIN COUNTY CHILDREN SERVICES AND
DELAWARE COUNTY JOB & FAMILY SERVICES FOR THE CHILD WELFARE
FELLOWSHIP PROJECT**

THIS AGREEMENT is made and entered into this 28th day of February, 2025, by and between the Franklin County Children Services (hereinafter, "FCCS"), and Delaware County Job & Family Services, (hereinafter, the "Sub-awardee"), collectively (the "Parties").

WHEREAS, Wood County and Eighteen (18) other counties previously established the Child Welfare Fellowship Project and the project is going to expand statewide; and

WHEREAS, the parties wish to continue and participate in a Child Welfare Fellowship Program, which is a pilot project that includes the recruiting, hiring, and training of college students to properly prepare them to be job ready in the child welfare field upon graduation; and

WHEREAS, the intent of this Agreement is to establish FCCS as a "pass-through entity" and the Sub-awardee as a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget ("OMB"); and

WHEREAS, the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2), signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the State of Ohio was directly allocated and accepted \$5.3 billion in SLFRF relief as federal award identification number SLFRP0I30 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, The State of Ohio has directly allocated the funding amount identified in Exhibit A to the Public Children's Services Association ("PCSAO"); and

WHEREAS, FCCS is a public children services agency and shall serve as the District Lead PCSA for the Southwest District; and

WHEREAS, it is the intent of the Parties for PCSAO to provide funding to FCCS, and that PCSAO and FCCS shall operate as "pass-through entities" to provide funding for Participating PCSAs for eligible expenditures under ARPA; and

WHEREAS, as a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), FCCS may: (1) provide financial assistance to the Sub-Awardees in accordance with this Agreement and state and federal laws; (2) monitor the Sub-Awardees to obtain reasonable assurances that the financial assistance provided pursuant to this Agreement is used in accordance with applicable conditions, requirements, and restrictions; (3) provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Agreement; and (4) take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to these funds.

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

I. DEFINITIONS

- A. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by FCCS to Sub-Awardees.
- B. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.
- C. "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code ("OAC") rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, any Governor's Executive Orders to the extent that they apply to counties, and any applicable Ohio Department of Children and Youth ("ODCY") Procedure Manuals and Guidance Letters. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.
- E. "Sub-Awardees" has the same meaning as "county grantee" as that term is defined in ORC Section

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5101.21(A)(l).

- F. "Public Childrens Services Association (PCSAO)" is the Administrative Agent of the earmarked funding and shall pass through the funding from ODCY to the district lead counties in the Child Welfare Fellowship project.
- G. "Child Welfare Fellowship Project" is the statewide project which offers training, support, and financial payment to students who are enrolled in the program in an effort to improve and help the Children's Services programs in Ohio. This offers students an opportunity to learn, gain and practice skills, and take part in a Child Welfare career.

II. SUB-AWARDEES' RESPONSIBILITIES

As a subrecipient of ARPA funds earmarked for the Child Welfare Fellowship Program, each Sub-Awardee agrees to:

- A. Administer a Child Welfare Fellowship Program *in the Sub-Awardee's county*, as determined by the District Lead County, ODCY, and PCSAO, and comply with all applicable state and federal laws, program rules, conditions, and budget.
- B. Follow all policies and procedures as agreed upon by the Sub-Awardees, ODCY and PCSAO as outlined in Exhibit B. Ensure use of the agreed upon forms to document fellow experiences and work completion as outlined in Exhibit C and Exhibit C-1.
- C. Invoice FCCS monthly, including an invoice and supporting documentation, for the following **actual** expenses:
 - 1. Salary, Employer paid portion of PERS, and Medicare costs for the Student Fellow Employees;
 - 2. PCSA Admin Expenses
 - i. (background checks, drug tests, cell phone plans, travel, mileage, etc.)
 - 3. Retention stipend paid to Fellows who complete the program and are employed by a PCSA
 - 4. Caseworker mentor incentive (\$1.00/hour for time spent with fellows) An invoice template is provided as Exhibit D.
- D. Complete all required background checks of hired staff that work directly with or transport youth or adult consumers in an unsupervised manner. Background checks include, but are not limited to, BCII and FBI (FBI is only required if the employee has lived outside of the state of Ohio at any time), Ohio statewide automated child welfare information system (Ohio SACWIS) records for alleged perpetrator, national sex offender registry and any other checks required by law. Background checks must be completed, and results received and reviewed prior to the Sub-Awardee hired staff working directly with youth or adult consumers. Background check verifications must be supplied upon request to FCCS. Background checks are to be paid for by Sub-Awardee, but costs may be requested for reimbursement.
- E. Meet performance standards and goals as determined by the Sub-Awardee, ODCY and PCSAO.
- F. Participate in regular meetings with FCCS and the rest of the Sub-Awardees.
- G. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal and state laws, the federal terms and conditions of the grant award, and this Agreement.
- H. Utilize a financial management system that meets the requirements established by FCCS and federal and state law.
- I. Promptly reimburse FCCS for any funds FCCS pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which FCCS is responsible.
- J. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if FCCS, ODCY, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- K. Where Sub-Awardee identify reimbursements or other payments due to FCCS, promptly notify FCCS and request direction as to the way such payments shall be made.
- L. Keep and maintain complete and accurate records of program costs and activities under this Subgrant for the identified period of three years or longer as identified in Article IX.
- M. Make records relevant to this subgrant available to FCCS, ODCY, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- N. Comply with applicable requirements of OAC Chapter 5101:9-4 "Acquisition and Procurement", including but not limited to, standards for acquisition, county written standards of conduct, small and minority business and women's business enterprise and labor surplus area firms, procurement and contract requirements and methods, asset reimbursement methods for county family services agencies and workforce investment act (WIA), rental costs and lease agreements, and disposal of assets.
- O. Comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Age Discrimination Act of 1975 (42 USC §6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 USC §12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42.

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III. RESPONSIBILITIES OF FCCS

FCCS agrees to:

- A. Provide a point-of-contact(s) to assist in the coordination of the Child Welfare Fellowship Project.
- B. Participate in regularly scheduled meetings with the Sub-Awardee (s);
- C. Provide cost-reimbursement funding to the Sub-Awardee, for allowable expenses, in accordance with this Agreement and federal, state, and local laws;
- D. Monitor the Sub-Awardee to ensure the subgrant funding is used in accordance with all applicable state and federal laws, rules, conditions, requirements, and restrictions.
- E. Provide guidance regarding participant eligibility, applications/forms, documentation, training, and recordkeeping; and
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

IV. TERM

This Agreement shall be in effect from February 28, 2025, through July 31, 2026, unless suspended or terminated pursuant to Section VII prior to the above termination date.

V. AMOUNT OF GRANT; INVOICING; FINANCIAL MANAGEMENT

- A. The total amount of this subgrant is **Five Hundred and Seven Thousand Dollars and Zero Cents (\$507,000.00)** in Funds, to be utilized by the Sub-Awardees. Funds will be adequately shared and disbursed to each Sub-awardee (including FCCS) based on reimbursement of allowable expenses.
- B. Payment will be made to the Sub-Awardee on a cost-reimbursement basis and shall be made in accordance with the Sub-Awardee's actual costs. The Sub-Awardee shall invoice FCCS monthly for reimbursement of actual costs incurred under this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (*i.e.*, salaries, PERS, Medicare, travel, supplies, etc.) for the billing period and in cumulative amount to date. With invoice, the Sub-Awardee shall (1) submit the names of the consumers participating in the program, and (2) verification documentation of all related allowable disbursements. All invoices must be submitted to Franklin County Children Services via email to the following email box: fccs_fiscal@fccs.us, by the 5th of the month following the month of service. Any invoices provided past this date may not be paid. It is incumbent upon the Sub-Awardee to ensure they have invoiced for all allowable services and expenses. All final invoices for the final month of service must be submitted no later than August 15, 2026. Any invoices submitted beyond this date may not be paid.
- C. The Sub-Awardee understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODCY, funding sources external to the State of Ohio, such as federal funds, and appropriations by the FCCS Board of Trustees. If, at any time, FCCS determines that federal, state, or local funds are insufficient to sustain existing or anticipated spending levels, FCCS may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by FCCS to Sub-Awardee, or other form of financial assistance as FCCS determines appropriate. If the Ohio General Assembly, ODCY, funding sources external to the State of Ohio, such as federal funds, or the FCCS Board of Trustees fails at any time to continue funding FCCS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of FCCS.
- D. As a subrecipient of federal funds, the Sub-Awardee hereby specifically acknowledge their obligations relative to all federal funds provided under this Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 45 CFR 75, and 45 CFR 95, including but not limited to, the following federal rules:
 1. Standards for financial management systems: The Sub-Awardee will comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 75.309, the Sub-Awardee may seek reimbursement of costs resulting from obligations incurred during the funding period specified in this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and, not to exceed 30 days. For this funding source, liquidation period is no more than thirty (30) days.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 75.306, cost sharing or matching requirements applicable to the federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable

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federal and state laws.

4. Program Income: Program income must be used and accounted for as specified in 45 CPR 75.307.
 5. Real Property: If the Sub-Awardee is authorized to use subgrant funds for the acquisition of real property, title, use, and disposition of the real property, such transactions will be governed by the provisions of 45 CPR 75.318.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by any Sub-Awardee with subaward funds will be governed by the provisions of 45 CPR 75.321.
 7. Supplies: Title and disposition of supplies acquired by any Sub-Awardee with subaward funds will be governed by the provisions of 45 CFR 75.321.
 8. Procurement: While Sub-Awardee may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable, 45 CFR 92.36, 2 CFR 200.317 to 200.327, O.A.C. 5101:9-4-07, and R.C. 307.86. In the event of conflict between federal, state, and local requirements, the most restrictive method must be used.
- E. Indirect Cost Rate: 0% Indirect Cost Rate will be used. No Indirect Costs are identified at this time, future indirect cost reimbursements may be made dependent upon the remaining funds. This rate is to be determined at that time by PCSAO.
- F. In addition to this Agreement, the parties acknowledge the following additional Federal Funds obligated by FCCS to Sub-Awardee either as part of this Agreement or others:
1. Total amount of Federal and State Award obligated to FCCS and Sub-Awardees for this project is Five Hundred and Seven Thousand Dollars and Zero Cents (\$507,000.00).

VI. AUDITS OF SUB-AWARDEE

The Sub-Awardee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501 and 2 CFR 200, the Sub-Awardee must ensure that they conduct an audit that complies with 2 CFR 200.514 for funds received under this Agreement. Costs of such audits are allowable as provided in 2 CFR 200.435.

Audit exceptions and sanctions will be passed onto the causal Sub-Awardee. Should any sub-awardee not follow proper fiscal procedure or mismanage any funds provided to them through the reimbursement process, it shall be the sole responsibility of the causal sub-awardee to address these issues and be financially responsible for any financial findings or recovery demands made by the Auditor of State or the Ohio Department of Job and Family Services. FCCS shall only be fiscally liable for FCCS' own financial finding or recovery demands.

VII. SUSPENSION AND TERMINATION

- A. The parties may mutually agree to a termination of this Agreement by entering into a written termination agreement.
- B. FCCS may suspend or terminate this Agreement for any reason forty-five (45) days after delivery of written notice to Sub-Awardees. FCCS may suspend or terminate this Agreement immediately after delivery of written notice to the Sub-Awardees if FCCS (1) discovers any illegal conduct on the part of Sub-Awardees, (2) is subject to a loss of federal or state funding, or (3) is informed by Ohio Department of Job and Family Services/ODCY that the Agreement does not comply with local, state, or federal law.
- C. Pursuant to Ohio Revised Code § 5101.24, FCCS may take any or all of the following actions if any Sub-Awardee materially fails to comply with any term of an award, state and federal laws, or any assurance, this Agreement, or any other applicable rule or condition:
 1. Temporarily withhold payments pending correction of the deficiency by Sub-Awardees or more severe enforcement action;
 2. Disallow all or part of the cost of the subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Sub-Awardees;
 4. Withhold future awards for the subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Agreement.
- D. The Sub-Awardees, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as FCCS may require.
- E. In the event of suspension or termination under this Article, the Sub-Awardees shall be entitled to compensation, upon submission of a proper invoice, for the allowable costs incurred prior to receipt of notice of termination or suspension. FCCS shall not be liable for any further claims, and the claims submitted by the Sub-Awardees shall not exceed the total amount of the subgrant award under this Agreement.

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VIII. BREACH OR DEFAULT

- A. Upon breach or default by any Sub-Awardee of any of the provisions, obligations or duties embodied in this Agreement, FCCS may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and FCCS retains the right to exercise all remedies hereinabove mentioned.
- B. If any party fails to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by FCCS shall not be effective unless it is in writing and signed by FCCS.

IX. RECORDS

Each County who is part of this agreement must establish and maintain for at least Five (5) years from the termination of this Agreement all records relative to the administration of this Subgrant. Sub-Awardee further agrees to maintain records longer than five years if any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the five-year period, the record's must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five-year period, whichever is later. These records include, but are not limited to, participant eligibility, programmatic, statistical, procurement and fiscal records. The parties further agree that records involving any questioned costs, audit disallowance, litigation, or dispute between FCCS and Sub-Awardee shall be maintained for the time needed for the resolution of said question. In the event of early termination of this Agreement, or if for any other reason FCCS shall require a review of the records related to this subgrant, the Sub-Awardee shall, at its own costs and expense, segregate all such records relating to the subgrant from other records of operation. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Sub-Awardee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

X. NOTICES

All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered, or certified, return receipt requested, to the addresses set forth hereunder.

If to FCCS:

Franklin County Children
Services Attn: Contracts
Department
855 W. Mound St.
Columbus, OH 43223
Email:
contracts@fccs.us

If to the Sub-Awardee:

Delaware County Job & Family Services
Attn: Bob Anderson
145 N. Union
St Delaware,
OH 43015
Email: robert.anderston@ifs.ohio.gov

XI. SUBCONTRACTS, ASSIGNMENT, SUB-AWARDEE SUBAWARDS

- A. The Sub-Awardee may not subcontract or assign its duties under this Agreement without the prior express written authorization of FCCS. Any subcontracts or assignments made with another party must comply with all applicable state and federal laws.
- B. The Sub-Awardee may not award a subgrant of the financial assistance granted under this Agreement to another non-federal entity without the prior express written authorization of FCCS. Any subgrant made by any Sub-Awardee must be made by means of a Subgrant Agreement which requires the entity awarded the subgrant to comply with all conditions, requirements, and restrictions applicable to the Sub-Awardee. The Sub-Awardee must perform those functions required under federal, state, and local laws as a subrecipient of Sub-Awardee under this Agreement and as a pass-through entity of any awards of subgrant to other entities.

XII. SUB-AWARDEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS By

accepting the subgrant and by executing this Agreement, the Sub-Awardee hereby affirm current and continued compliance with each condition listed below. The Sub-Awardee certification of compliance with each of these conditions is considered a material representation of fact upon which

FCCS is relying in entering into this Agreement:

- A. Federal Debarment Requirements: The Sub-Awardee certifies that neither they nor any principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 45 CFR 92.35 (HHS).

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- B. Qualifications to Conduct Business: The Sub-Awardee affirms that they have the legal authority to receive federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
- C. Finding for Recovery: The Sub-Awardee affirms that neither they nor their principals are subject to a finding for recovery under ORC 9.24, or that they have taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with FCCS, as FCCS is a political subdivision of the State of Ohio.
- D. Ethics Law: The Sub-Awardee certifies that they and all officers, employees, and agents of the Sub-Awardee will comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43, Revised Code.
- E. Nondiscrimination: The Sub-Awardee certifies that it will comply, as applicable, with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - 1. Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin.
 - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination based on sex.
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on handicaps.
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination based on age.
 - 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse.
 - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
- F. Pro-Children: The Sub-Awardee certifies that they will comply with the requirements of the Pro-Children Act of 1994 (20 USC 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
- G. Acknowledgement of Federal Funding: The Sub-Awardee certifies that they will acknowledge federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funding, including statement of the percentage and dollar amounts of the total program or project costs financed with federal funds and the percentage and dollar amount of the total costs financed by nongovernmental sources.
- H. Limited English Proficiency: The Sub-Awardee certifies that they will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
- I. Resource Conservation: The Sub-Awardee certifies that they will comply with the Resource Conservation and Recovery Act (42 USC 690I) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247-254).
- J. Hatch Act: The Sub-Awardee certifies that they will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- K. Bird Anti-Lobbying Act: The Sub-Awardee certifies they have not, and will not, use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Sub-award further warrants that they will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any federal award.
- L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251-1387), as amended, Executive Order 11738, and environmental protection WCDJFS regulations (40 CFR Part 15);
- M. The Sub-Awardee certifies that they will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- N. The Sub-Awardee certifies that they will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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- O. The Sub-Awardee certifies that they will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Agreement.

XIII. EXECUTIVE ORDER 2019-12D

FCCS and Sub-Awardee acknowledge and agree to abide by Executive Order 2019-12D for any contracts which involve state dollars. Executive Order 2019-12D prevents purchase and performance of services outside of the United States. FCCS and Sub-Awardee must affirm they understand this and will abide by the requirements of this order and disclose the principal location of business for FCCS and Sub-Awardee who are supplying services to the State under the proposed contracts.

XIV. EXECUTIVE ORDER 2022-02D

FCCS and Sub-Awardee acknowledge and agrees to abide by Executive Order 2022-02D for any contracts which involve state dollars. Executive Order 2022-02D prevents purchases of services from or investments in Russian institutions or companies. "Company" means a sole proprietorship, partnership, corporation, national association, society anonyme, limited liability company, limited partnership, limited liability partnership, joint venture, or other business organization, including their subsidiaries and affiliates, that operates to earn a profit. FCCS and Sub-Awardee must affirm they understand this and will abide by the requirements of this order and disclose the principal location of business for FCCS and Sub-Awardee who are supplying services to the State under the proposed contracts.

XV. MISCELLANEOUS PROVISIONS

Limitation of Liability. Sub-Awardee agrees to accept and be responsible for the actions or omissions of its agents, officers and employees arising out of this Agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for such actions or actions or omissions onto FCCS. FCCS agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this agreement shall be interpreted to place any responsibility for such actions or omissions on Sub-Awardee. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

- A. Insurance. Sub-Awardee will procure and maintain at its own cost for the duration of this Agreement the insurance according to each Sub-Awardee's County requirements. Certificates of Insurance may be requested by the Sub-Awardee and/or the County at any time.
- B. Nature of Relationship. Sub-Awardee agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- C. OPERS. Sub-Awardee agrees that all individuals employed by Sub-Awardee for purposes of carrying out the Child Welfare Fellowship Program are public employees of each specific Sub-Awardee for purposes of the Public Employees Retirement System as set forth in Chapter 145 of the Ohio Revised Code. It is agreed the individuals are not public employees of FCCS, except those hired by FCCS.
- D. Confidentiality/Public Records. Sub-Awardee agrees that all records, documents, writings, or other information produced by Sub-Awardee under this Agreement, and all records, documents, writings, or other information used by Sub-Awardee in the performance of this Agreement are treated in the following manner:
- a. All FCCS information which, under the laws of the State of Ohio or under federal law, is classified as public or private will be treated as such by Sub-Awardee. Where there is a question as to whether information is public or private, FCCS will make the final determination.
 - b. Sub-Awardee agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the duties specified herein. Sub-Awardee agrees to be bound by the same standards of confidentiality that apply to the employees of FCCS, FCCS, ODCY and the State of Ohio.
- E. Choice of Law. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio.
- F. Severability. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected if the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.
- G. Entire Agreement. This document constitutes the entire agreement between FCCS and the Sub-Awardee with respect to all matters herein. This Agreement may be amended only by a document signed by both parties. The parties agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective innature.

Vote on Motion

Mr. Benton Aye

Mrs. Lewis Aye

Mr. Merrell Aye

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RESOLUTION NO. 25-195**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 WITH BONDED CHEMICALS, INC.:**

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

WHEREAS, Bonded Chemicals, Inc. is currently under contract to supply ferric chloride and sodium hypochlorite for the Sewer District (DCRSD Contract 22-03); and

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

WHEREAS, on March 18, 2024, the Delaware County Board of Commissioners adopted Resolution No. 24-213, approving Change Order No. 1 with Bonded Chemicals, Inc., to extend the existing contract until March 31, 2025; and

WHEREAS, the Sanitary Engineer recommends approving Change Order No. 2 to extend the existing contract with Bonded Chemicals, Inc. to supply sodium hypochlorite until March 31, 2026; and

WHEREAS, ferric chloride shall not be provided and delivered under this extension;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Change Order No. 2 to extend the contract with Bonded Chemicals, Inc. and authorize the Sanitary Engineer to execute the Change Order approved herein.

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

11

RESOLUTION NO. 25-196

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE 2025 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM, RESURFACING OF VARIOUS COUNTY AND TOWNSHIP ROADS:

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

WHEREAS, the County Engineer has prepared specifications and estimates for the project known as the 2025 Delaware County Road Improvement Program, Resurfacing of Various County and Township Roads;

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

Section 1. The specifications and estimates for the project known as the 2025 Delaware County Road Improvement Program, Resurfacing of Various County and Township Roads are hereby approved.

Section 2. The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, April 1, 2025, at which time they will be publicly received and read aloud, for the project known as:

**2025 Delaware County Road Improvement Program
Resurfacing of Various County and Township Roads**

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

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The Owner requires that all work associated with the project be completed before October 4, 2025. The estimated commencement of work date is April 14, 2025.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: March 15, 2025

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

**12
RESOLUTION NO. 25-197**

**IN THE MATTER OF APPROVING A GRANT OF FUNDS TO THE DELAWARE COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) approved a Master Intergovernmental Cooperation Agreement (“the Agreement”) with the County Engineer and Delaware County Transportation Improvement District (“TID”) by Resolution No. 18-1374, including authorizing the contribution of funds to the TID in aid of the planning, development, design, construction, maintenance or repair of any transportation project undertaken by the TID; and

WHEREAS, pursuant to section 5540.02(F) of the Revised Code, a board of county commissioners may make appropriations from moneys available to it and not otherwise appropriated, to pay costs incurred by a transportation improvement district in the exercise of its functions under Chapter 5540 of the Revised Code; and

WHEREAS, the Board has appropriated \$1,250,000.00 in the general fund (10040421) for Grants in Aid to other local political subdivisions for the making of transportation improvements within Delaware County, with the intention of reserving \$500,000.00 of said appropriation for support of the TID;

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

Section 1. In accordance with the terms of the Agreement, a grant in aid in the amount of Five Hundred Thousand Dollars (\$500,000.00) is hereby made to the Delaware County Transportation Improvement District for the purpose of providing for planning, development, design, construction, maintenance or repair of any transportation project undertaken by the TID.

Section 2. The County Auditor is authorized to issue a warrant for payment from Org Key-Object 10040421-5601 at the earliest date possible.

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

**13
RESOLUTION NO. 25-198**

**IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH CT CONSULTANTS, INC. FOR DEL-TR100-0.10~SHANAHAN ROAD
IMPROVEMENTS:**

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following Amendment No. 2 to the Professional Services Agreement with CT Consultants, Inc., approved under Resolution No. 23-37:

**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
DEL-TR100-0.10 ~ Shanahan Road Improvements**

This Amendment No. 2 to the Agreement dated January 23, 2023, is made and entered into this 10th day of Marc, 2025, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and CT Consultants, Inc., 7965 N High Street, Suite 340, Columbus, Ohio 43235 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

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Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. The “Services,” as defined in Section 1.1 and Section 1.3 of the Agreement, shall be amended to include the tasks set forth in the “Technical Proposal” section within the Proposal to Prepare Waterway Permit Application and Supporting Studies for the Proposed Shanahan Road Reconstruction Project Lewis Center, Delaware County, Ohio, dated February 18, 2025, which was submitted to the Consultant and a copy of which is attached hereto for reference only.
- B. Section 4.1.b. of the Agreement shall be amended to fix the fees for Part 2 at an amount not to exceed \$342,357, consisting of a base fee of \$295,329 and an “if authorized” fee not to exceed \$47,028.
- C. Section 4.3 of the Agreement shall be amended to increase the maximum total compensation to \$632,439.00.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

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

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RESOLUTION NO. 25-199

IN THE MATTER OF APPROVING DEVELOPER’S AGREEMENT FOR MARIGOLD:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Marigold;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Marigold, as follows:

DEVELOPER’S AGREEMENT
PROJECT NUMBER: 27073

THIS AGREEMENT made and entered into this 10th day of March, 2025, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS) hereinafter called the COUNTY, and BOE BTR MARIGOLD HOLDINGS LLC, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Marigold (FKA as Aldeia) (the “Development”), which will include a new roadway access to Green Meadows Drive and contribute to the need for improvements to Green Meadows Drive or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) On or before March 1, 2025, the **OWNER** shall pay to the **COUNTY** Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), mutually agreed to be the **OWNER’S** proportional share of and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Green Meadows Drive, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** may provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY’S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors, or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this **AGREEMENT**.

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- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

**15
RESOLUTION NO. 25-200**

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

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

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

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

PERMIT#	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0036	CINCINNATI BELL PHONE	VARIOUS	INSTALL FIBER OPTIC
UT2025-0037	CINCINNATI BELL PHONE	SAWMILL PKWY	INSTALL FIBER OPTIC
UT2025-0038	CINCINNATI BELL PHONE	LEGACY & CELEBRATION DR	INSTALL FIBER OPTIC
UT2025-0039	AT&T	CONCORD & HARRIOTT RD	BORE 4 HANDHOLES
UT2025-0040	AEP	BALE KENYON RD	REPLACE POLE
UT2025-0041	AEP	LEWIS CENTER & S OLD STAE RD	REPLACE POLE
UT2025-0042	AEP	CHESHIRE RD	REPLACE POLE
UT2025-0044	FRONTIER	ALLEN DR & CO RD 131	PLACE CABLE
UT2025-0045	FRONTIER	LEWIS CENTER RD & VARIOUS	PLACE CABLE
UT2025-0046	AEP	GREEN MEADOWS DR	INSTALL POLE
UT2025-0047	FRONTIER	VARIOUS	PLACE CABLE
UT2025-0048	FRONTIER	E ORANGE RD	PLACE HDPE DUCT
UT2025-0049	FRONTIER	LEWIS CENTER RD & VARIOUS	PLACE HDPE DUCTS
UT2025-0050	AEP	CHESHIRE & S OLD STATE RD	REPLACE POLE
UT2025-0051	AEP	DISTRICT XING	INSTALL CONDUITS
UT2025-0052	AEP	LIBERTY RD	INSTALL CONDUITS
UT2025-0053	AT&T	RED BANK RD	PLACE BOREPITS
UT2025-0054	SPD PERMITTING	SHOEMAKER RD	ROAD BORE
UT2025-0055	SPD PERMITTING	TROUTMAN RD	ROAD BORE
UT2025-0056	SPD PERMITTING	WILLEY RD	ROAD BORE
UT2025-0057	CINCINNATI BELL PHONE	EVERGREEN AVE & OWENFIELD	INSTALL FIBER OPTIC
UT2025-0058	CINCINNATI BELL PHONE	RUTHERFORD RD	INSTALL FIBER OPTIC
UT2025-0059	CINCINNATI BELL PHONE	HOME RD	INSTALL FIBER OPTIC
UT2025-0060	FRONTIER	LEWIS CENTER RD & VARIOUS	PLACE HDPE DUCTS

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

**16
RESOLUTION NO. 25-201**

IN THE MATTER OF APPROVING TRANSFERS OF APPROPRIATION FOR THE ENGINEER'S OFFICE:

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

Transfer of Appropriation		
From:	To:	
45111446-5420	45111446-5389	\$1,671,647.00
Slate Ridge II TIF/Road Construction	Slate Ridge II TIF/Road & Bridge Preservation & Maintenance	
From:	To:	
10040421-5427	10040421-5301	
Road & Bridge/Eng Construction & Design	Road & Bridge/Contracted Professional Services	\$500,000.00
10040421-5420	10040421-5301	
Road & Bridge/Road Construction	Road & Bridge/Contracted Professional Services	\$700,000.00

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

17
RESOLUTION NO. 25-202

IN THE MATTER OF APPROVING THE VACATION OF A DRAINAGE EASEMENT FOR COLOGIX US, INC:

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

WHEREAS, the Delaware County Engineer (the "Engineer") has reviewed a final engineering plan which modifies the drainage characteristics of the subject property owned by Cologix US, Inc.; and

WHEREAS, the Engineer has requested that this portion of the drainage easement be vacated as a new drainage easement is established which adequately covers the proposed surface and subsurface drainage infrastructure; and

WHEREAS, the Engineer has determined that the remaining easement is of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Engineer recommends vacation of a portion of the Drainage Easement as described below; NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for the Cologix COL5 development, Orange Township, Delaware County, as follows:

DESCRIPTION OF A DRAINAGE EASEMENT TO BE VACATED:

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 20, Quarter Township 2, Township 3, Range 18, United States Military District, being on, over and across Lot 9122 of the subdivision entitled "Slate Ridge Lot 9088, Division #1", of record in Official Record 2025, Page 1133, said Lot 9122 being conveyed to Cologix US, Inc. by deed of record in Official Record 2088, Page 289 (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the southerly right-of-way line of Home Road with the easterly right-of-way line of Green Meadows Drive;
Thence crossing said Lot 9122 the following courses and distances:
South 60° 29' 09" East, a distance of 31.49 feet to the TRUE POINT OF BEGINNING for this description;
With the arc of a curve to the left, having a central angle of 08° 58' 33", a radius of 1625.00 feet, an arc length of 254.57 feet, a chord bearing of North 62° 08' 19" East and chord distance of 254.31 feet to a point;
South 32° 21' 14" East, a distance of 45.68 feet to a point;
South 59° 35' 03" West, a distance of 112.97 feet to a point;
South 21° 03' 31" East, a distance of 306.86 feet to a point;
South 68° 56' 30" West, a distance of 150.00 feet to a point; and
North 21° 03' 31" West, a distance of 339.90 feet to the TRUE POINT OF BEGINNING, containing 1.301 acres of land, more or less.

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

18
RESOLUTION NO. 25-203

IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN DOCUMENT TECHNOLOGY SYSTEMS, SCANWORKS, AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY RECORDER, FOR THE 2025 SB 94 RECORDS SCANNING PROJECT FOR THE DELAWARE COUNTY RECORDER:

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

WHEREAS, the Delaware County Recorder recommends the agreement by and between Document Technology Systems, Scanworks, and the Delaware County Board of Commissioners, on behalf of the Delaware County Recorder, for the 2025 SB 94 Records Scanning Project for the Delaware County Recorder;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement by and between Document Technology Systems, Scanworks, and the Delaware County Board of Commissioners, on behalf of the Delaware County Recorder, for the 2025 SB 94 Records Scanning Project for the Delaware County Recorder:

2025 Project Proposal
SB 94 Records Scanning Project for Delaware County Recorder
Delaware County Recorder 145 N Union Street Delaware, OH 43015

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**Document Technology Systems
1729 Portage Trail W
Cuyahoga Falls, OH 44223
&
ScanWorks
450 Portage Trail W
Cuyahoga Falls, OH 44221**

PROJECT SPECIFICATIONS:

Delaware County Requirements:

- Work Area - County will provide direct physical access to and from the area where the documents are currently being stored. County will provide a physical space no smaller than 10'/10' for the bundling/packaging of the books for transport.
- Hardware - County will allocate sufficient hard drive/cloud storage to import approximately 791,725 images into the system.
- Import - County will work with DTS to import approximately 791,725 images into the Records Management System.
- Pilot - County will inspect the first 1,000 images each time the media changes and approve image quality, naming, formatting, and Index accuracy or request changes before completing Stages 2.
- Poor Quality Image Report - County will review images on the poor-quality image report and approve the enhancement of Poor-Quality images.

Project Requirements:

Stage 1 - Capture and Automated Services

- Off-Site Scanning - We will provide all necessary transportation/logistics, hardware, software, staff, and project managers to perform scanning at our facility located at 450 Portage Trail W, Cuyahoga Falls; OH 44221.
- Inventory - ScanWorks staff will create an inventory report of all the media types for the entire range of images that require capture. This report will be utilized to track the progress of the project from start, to finish.
- Book Tracking - Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- Book Inspection - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$47.50 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- Book Handling - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left & right) open, flat, level, and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders, and books will be put back onto shelves in order.
- Bound Book Scanning - Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300 dpi in color to capture all 16,777,216 colors on the original pages and saved as color JPEG images. Our Book Scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness.
- Mechanical Book Scanning - Handwritten, Typed, and Photostat pages are removed from mechanical binders and are scanned at 300dpi in color to capture all 16,777,216 colors on the original pages and saved as color JPEG images. Pages are fed through an automatic document feeder, which captures the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time vertical lines appear to minimize file size and eliminate data from being covered up.
- Content Inspection - After scanning, our staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double-fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge. If pages are sequentially numbered within each book, our staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between the number of images and the number of pages, they will be corrected if present or noted in the production report.

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- AI - JPEG to TIFF - 300 dpi color (16,777,216 colors) & grayscale (256 colors) JPEG images will be converted to 300 dpi black & white Group IV TIFF (2 colors), which is the standard format of nearly every RMS on the market. TIFF images will be sequentially numbered by a zero-filled 8-digit number and stored in folders named by the Document Type and Book #.
- USB Hard Drives - All single-page JPEG and the inspected, and cropped TIFF images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at DTS for additional processing and off-site backup.

Stage 2 - Manual Services and Format

- Blank Backside Removal -The blank pages typically create a TIFF image that is 5k or smaller. All TIFF images with a file size of 5k or smaller will be automatically removed from the final digital file.
- AI • Enhance - Our Patented AI technology automatically enhances up to 95% of the black & white TIFF images to provide darker, sharper, and smother script and text that is significantly easier to read than the standard converted TIFF images. The remaining 5% poor quality TIFF images will be manually enhanced with our customer ImageXpert software to achieve 100% image enhancement and the most legible TIFF images possible. If AI cannot enhance a poor-quality image, it will be manually enhanced.
- AI - Polarity Reversal - Each TIFF image will be automatically reversed. Black images with white text will be reversed to white images with black text.
- AI • Dual Polarity Reversal - Photostat pages often have a mix of black background with white text and white background with black text. Our Patented AI technology automatically reverses the polarity so that 100% of the pages have a white background with black text.
- AI • Marginal Notation Reversal - Photostat pages often have Book-Page # and Release information written in the white margins surrounding the black page, these margins turn black when the entire image is reversed. Our Patented AI technology maintains the white margin with black text as it reverses the polarity so that the entire page becomes white with black text.
- AI - De-speckle - Our Patented AI technology will remove random specks that are not associated with text or script without removing punctuation or dots on the top of lowercase letters iorj.
- AI - De-skew - Pages commonly are slightly skewed during capture which has a negative impact on the compression of TIFF files and leads to increased file size. Our Patented AI. technology de-skews the page to minimize TIFF file size and aid in accurate Excess Border Removal.
- AI - Excess Border Removal (aka cropping) - Software tools can easily remove excess solid black borders surrounding white pages. However, bound books have cascading pages on the left and right, causing the binder itself to be included with the page. Also, microfilm images captured on planetary (stationary) cameras often have a white copy board that is much larger than the letter or legal-size page and is difficult to remove via software. Our Patented AI technology can remove cascading pages, binders, and white copy boards for the majority of the images. If AI cannot remove these borders, we will remove them manually.
- AI • Script, Print & Text Recognition - Our Patented AI technology takes advantage of the 16,777,216 colors in a color JPEG and the 256 shades of gray in a grayscale JPEG to obtain the highest OCR recognition rates possible. Handwritten script averages 95% accuracy, Handwritten Print averages 97% accuracy, and Typed Text averages 99% accuracy . Recognized text is saved in an industry standard JSON file which also contains the coordinates (locations) of the text so they can be redacted or highlighted.
- Single Inspect & Report Quality - Each black and white TIFF image will be visually inspected as a 12" W x 18" H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. During this process, particular attention is to be given to the Party Names, Dates, Legal Descriptions, and Signatures. If any part of the Image is considered illegible, it will be added to the Poor-Quality Image Report. The poor-quality issues that will be identified in the report: image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- Double Inspect & Verify - Image quality is subjective, and we highly recommend a second opinion. A second inspector will inspect and report 100% of the images a second time. The poor-quality images identified by the first and second inspectors will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.
- Manual Image Enhancement - If AI cannot enhance a poor-quality image, our experienced staff will manually adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, ScanWorks enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.

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- Manual Excess Border Removal - If AI cannot remove the excess border properly, our experienced staff will manually crop any remaining white borders, black borders, black lines, and shadows on the images. Manual cropping will be performed to provide a more accurate original page size, fewer bytes per image, and better performance of your system and the overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- Manual Group & Name - During scanning, images are captured as single images and stored in folders by each Book#. If Computer Index data is not available, our staff will manually group individual images together as documents and name each document by Instrument # of the first page of each new document in a single pass at 98% accuracy.
- Double Group, Name, & Verify - Manual grouping and naming is prone to human errors, and we highly recommend double grouping and naming to eliminate them. A second indexer will group and name 100% of the images a second time. The documents and names identified by the first and second indexers will be compared electronically. Any mismatches will be inspected, verified, and corrected by a third indexer to guarantee the highest grouping and naming accuracy possible.
- Formatting - We will format images and indexes for remote importing into the County's RMS.
- USB Hard Drives - All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 drive and stored at DTS for off-site backup. DTS will also maintain a backup of the Poor-Quality Image Report.

PAYMENT TERMS:

All the images and data are the exclusive property of Delaware County. Document Technology Systems & ScanWorks will treat them as confidential information and will not reproduce or distribute Delaware County images and/or data unless necessary for the completion of this project and are authorized to do so by Delaware County.

This Contract between Document Technology Systems and Delaware County is for _____, 2025 through the completion of the project. If necessary, Document Technology Systems will reissue this contract. with 90-day advanced notice given for any price increases for the upcoming contract term. Document Technology Systems reserve the right to terminate this contract with 30 days' written notice.

Delaware County may designate acceptance of this proposal by signature of a duly authorized officer of the County. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Delaware County agrees to pay Document Technology Systems the total amount due within 30 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1.6% per month on the unpaid balance.

Document Technology Systems also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

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Total Estimated Investment – SB 94 Records Scanning Project

#1 – Index Mortgagors	\$ 2,232.00
• Date range – 1980 through 1989	
• How many books – (12)	
• How many pages in each book – Approx 300 pgs/book- 3600 pages total	
• Are the pages double sided – yes	
• Image size – 16" x 18.5"	
#2 – Index Mortgagees	\$ 1,116.00
• Date range – 1980 through 1989	
• How many books – (6)	
• How many pages in each book – Approx 300 pgs/book-1800 pages total	
• Are the pages double sided – yes	
• Image size – 16" x 18.5"	
#3 – Index Miscellaneous Grantors	\$ 420.00
• Date range – 1980 through 1994	
• How many books – (5) Blue Books	
• How many pages in each book – Approx 200 pgs/Book-1000 pages total	
• Are the pages double sided – yes	
• Image size – 16" x 9	
#4 – Index Miscellaneous Grantees	\$ 336.00
• Date range – 1980 through 1994	
• How many books – (4)	
• How many pages in each book – Approx 200 pgs/Book-800 pages total	
• Are the pages double sided -yes	
• Image size – 16" x 9"	
#5 – Mortgage Records	\$ 266,910.00
• Date range – 1980 through 1999	
• How many books – (806) Book 342 thru Book 1148	
• How many pages in each book – Approx 775 pgs/Book- 624,650 pages total	
• Are the pages double sided -yes	
• Image size – 16" x 9"; some as large as 13" x 19"	
#6 – Miscellaneous Records	\$ 2,325.00
• Date range – 1980 through 1999	
• How many books – (5) Book 6 thru 10	
• How many pages in each book – Approx 750 pgs/Book-3750 pages total	
• Are the pages double sided – yes	
• Image size – 16" x 9"; some as large as 16" x 19"	
#7 – Mortgage Discharge Records	\$ 47,197.00
• Date range – 1980 through 1999	
• How many books – (130) Book 29 thru 159	
• How many pages in each book – Approx 775pgs/Book- 100,750 pages total	

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<ul style="list-style-type: none"> • Are the pages double sided – yes • Image size – 16" x 9" 	
#8 – Lease Records	\$ 5,859.00
<ul style="list-style-type: none"> • Date range – 1980 through 1999 • How many books – (18) Book 37 thru 55 <ul style="list-style-type: none"> • How many pages in each book – Approx 775 pgs/Book- 13,950 pages total • Are the pages double sided - yes • Image size – 16" x 9"; some as large as 14" x 18.5" 	
#9 – Power of Attorney Records	\$ 4,231.00
<ul style="list-style-type: none"> • Date range – 1980 through 1996 • How many books – (13) Book 15 thru 28 <ul style="list-style-type: none"> • How many pages in each book – Approx 775pgs/Book- 10,075 pages total • Are the pages double sided – yes • Image size – 16" x 9"; some as large as 13" x 19" 	
#10 – Partnership Records	\$ 1,323.00
<ul style="list-style-type: none"> • Date range – 1980 through 1994 • How many books – (7) Book 3 thru 9 + the Index book <ul style="list-style-type: none"> • How many pages in each book – Approx 450pgs/Book- 3,150 pages total • Are the pages double sided -yes • Image size – 16" x 9" 	
#11 – Plat Record Books	\$ 2,790.00
<ul style="list-style-type: none"> • Date range – 1980 through 1994 • How many books – (10) Book 15 thru 24 + the Index book <ul style="list-style-type: none"> • How many pages in each book – Approx 450pgs/Book- 4500 pages total • Are the pages double sided – yes • Image size – 17" x 20.5" 	
#12 – Plats	\$ 8,500.00
<ul style="list-style-type: none"> • Date range – 1980 through 2005 • How many books – (Approx 1200 plats in clear plastic sheets in plat cabinets) <ul style="list-style-type: none"> • How many pages in each book – -NA- • Are the pages double sided – some • Image size – most 20" x 20", some may be larger. 	
#13 - Lien Record Books	\$ 9,450.00
<ul style="list-style-type: none"> • Date range- 1980-1999 • How Many Books – (30) Book 9 thru 39 • How many pages in each book- Approx 750 pgs/Book – 22,500 pages total. • Image size-16 x 9- pinned 	
+36+6	
ESTIMATED TOTAL EXPENSE***	\$ 352,689.00

***Total expense is an estimate based on physical inspection. Actual image count and final expense may vary from quote.

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**®, a menu-driven database system. The internet address for **GSA Advantage!**® is <http://www.gsadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule; Large Category: Information Technology; Subcategory: IT Services

CONTRACT NUMBER: 47QTCA22D00AJ

CONTRACT PERIOD: 7/12/2022 – 7/11/2027

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Document Technology Systems, Ltd.
1729 Portage Trail Cuyahoga
Falls, OH 44223
Phone number: 888-606-1260
Fax number: 330-928-5318
Email: kgohr@dts-doc.com
www.dts-doc.com

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BUSINESS SIZE: Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

SIN DESCRIPTION

54151S Information Technology Professional Services 511210
Software Licenses

1b. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

54151S \$500,000 per order per SIN

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$200.00

4. GEOGRAPHIC COVERAGE: United States

5. POINT(S) OF PRODUCTION: Cuyahoga Falls, OH

6. DISCOUNT FROM LIST PRICES: All prices included here-in are NET. Discounts have been deducted.

7. QUANTITY DISCOUNT(S): 1% Discount on orders over \$250,000 (Services only)

8. PROMPT PAYMENT TERMS: Net 30 Days 1% Discount Net 20 Days

9. FOREIGN ITEMS: No

10a. TIME OF DELIVERY: SIN 54151S: To be determined at the Task Order Level
SIN 511210: 30 days ARO

10b. EXPEDITED DELIVERY: Contact Contractor

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact the Contractor

10d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative for a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. FOB POINT: Destination

12a. ORDERING ADDRESS: 1729 Portage Trail, Cuyahoga Falls, OH 44223

12b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

13. PAYMENT ADDRESS: 1729 Portage Trail, Cuyahoga Falls, OH 44223

14. WARRANTY PROVISION: Standard Commercial Warranty

15. EXPORT PACKING CHARGES: N/A

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
N/A

17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS
PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF
APPLICABLE): N/A

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- 18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
21. PREVENTATIVE MAINTENANCE (IF APPLICABLE): N/A
- 22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 22b. SECTION 508 COMPLIANCE FOR EIT: DTS does not offer 508 Compliance products at this time, however if they are offered in the future, those products can be found on our website at www.dts-doc.com.
23. DUNS NUMBERS: 9 6 3 5 5 1 4 4 5
26. DOCUMENT TECHNOLOGY SYSTEMS, LTD, is registered in the System for Award Management (SAM) database

TrakRecord Federal End User and License and Services Agreement

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) is made and effective as of the date set forth in the Purchase Order by and between Document Technology Systems, Ltd., an Ohio Limited Liability Company (“DTS”) and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order (“Licensee”).

DTS has developed and licenses to users its software program marketed under the name TrakRecord (the “Software”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, DTS and Licensee agree as follows:

1. License.

DTS hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software, as set forth in Exhibit A, in the United States of America as set forth in this Agreement.

2. Restrictions.

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of DTS; provided that Licensee may make one copy of the Software for backup or archival purposes.

3. Warranty of Title.

DTS hereby represents and warrants to Licensee that DTS is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee’s sole remedy shall be to require DTS or to either: i) procure, at DTS’s expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to DTS.

4. Warranty of Functionality.

A. For a period of sixty (60) days following delivery of the Software to Licensee (the “Warranty Period”), DTS warrants that the Software shall perform in all material respects according to the DTS’s specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify DTS and return the Software to DTS at Licensor’s expense. Licensee’s sole remedy shall be that DTS shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by DTS.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to DTS of the Software upon the original media, DTS shall provide Licensee a new copy of the Software.

5. Software Support.

Will be provided at the fee specified in the applicable GSA Schedule Pricelist. Software support includes bug fixes, updates, enhancements and improvement performance to the software product.

6. Warranty Disclaimer.

DTS’S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT

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LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

DTS shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether DTS was advised of the possibility of such losses in advance. In no event shall DTS's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence, (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

SUBJECT TO THIS CLAUSE UNDER NO CIRCUMSTANCES WILL DTS OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY OR DEATH WHERE AND TO THE EXTENT THAT APPLICABLE LAW PROHIBITS EXCLUSION OF SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH DTS AND ITS RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO DTS BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE.

8. Notice.

Any notice given in accordance with this Clause shall be deemed to be received by and served upon the other party on the date such letter would in the ordinary course of post have reached such address or on the date such notice is served or left at the relevant address (as appropriate) and in the case of facsimile shall be deemed to have been served on the day following the date of successful transmission.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

9. Governing Law.

This Agreement shall be governed and construed in accordance with the Federal laws of the United States.

10. Assignment

The Customer may not assign this Agreement to a third party without the prior written agreement of DTS which agreement may be withheld in its complete discretion and without assigning any reason therefore.

11. Force Majeure

Excusable delays shall be governed by FAR 552.212-4(f).

12. Reserved

13. Entire Agreement

This Agreement and the Cover Page and any variations subsequently made to the terms of this Agreement as provided herein, constitute the entire agreement between the parties in respect of the subject matter hereof and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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Right-to-Copy Pricing: Licensee shall have no other right to copy, in whole or in part, the Licensed Software. Any copy of the Licensed Software made by Licensee shall be the exclusive property of Document Technology Systems.

Term License Cessation: Condition does not apply at this time, as TrakRecord is offered as a Perpetual Site License.

Utilization Limitations for Perpetual Licenses

Software Asset Identification Tags (SWID) (Option 1 Perpetual License) is not applicable at this time.
Reallocation of Perpetual Software (Option 2 Perpetual License)

- 1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- 2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- 3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- 4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- 5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
- 6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- 7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- 8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be 20 percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

Infrastructure Guidelines

- TrakRecord software will operate with the SQL Server Standard Edition
- Virtual environments are preferred for all servers
- TrakRecord can be configured with a less powerful outward facing web server by having public access traffic redirected to the internal Application Server. This depends upon County preferences concerning firewall configurations.

Database Server

MS Windows Server 2016 (or newer)
2016 (or newer) MS SQL Server 2014 (or newer)

Web Server (optional)

MS Windows Server
16GB Memory

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16GB Memory
2 processors

2 processors

Application/Image Server

MS Windows Server 2016 (or newer)
16GB Memory (depends upon whether a separate web server is utilized) 2 Processors
2TB Disk Storage is recommended for historical data/images

Workstations and Peripherals

Windows 10 OS
6GB Memory for standard workstation, 8GB for Scanning workstation Dual Vertical Monitors (suggested for indexing work)
Cash Drawer (We have integrated with MS Cash Drawer model CF405) Zebra model GC420d Label Printer
Document Scanner (TWAIN compatible)
Canon CR-50 Check Scanner/Endorser (option to capture check images) Windows compatible printers

TrakRecord Software

TrakRecord is a records management software. Modules included in the perpetual site license:
Cashiering Module - record customer, index data and financial information.
Scanning Module – scan the recorded document in for repository retrieval.
Data Entry/Quality Assurance Module – index document data for search and retrieval.
Reports – audit, financial, index, performance metrics reporting.
System Administration – system setup and management administration.
PAX – public access tool for search and retrieval of recorded documents.

(Copy of the General Services Administration Federal Supply Service Experience/Education Substitutions available in the Commissioners' Office and Recorder's office until no longer of administrative value).

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

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ADMINISTRATOR REPORTS

DCA Huston – Nothing to report.

Attorney Hochstettler – Nothing to report.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton – attended the ground breaking event for BTS & G along with Commissioner Merrell on 03/11/25. He also attended the DKMM meeting with Commissioner Merrell and Commissioner Lewis and the Public Defender's Open House event. He attended the TID meeting on 03/12/25 and will be attending the dedication of the Memorial Highway for Kris Jordan.

Commissioner Merrell – will be attending a Township meeting tonight and a Board of Trustees Zoom meeting tomorrow. He attended the Powell Chamber of Commerce meeting yesterday.

Commissioner Lewis – met with the Director of Recovery Services this morning.

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RESOLUTION NO. 25-204

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, FOR COLLECTIVE BARGAINING AND FOR PENDING OR IMMINENT LITIGATION:

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

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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 Appointment and Compensation of a Public Employee or a Public Official, for Collective Bargaining and for Pending or Imminent Litigation.

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

**22
RESOLUTION NO. 25-205**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners