

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 24, 2016

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. 16-275

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 21, 2016:

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 21, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

3
PUBLIC COMMENT

4
ELECTED OFFICIAL COMMENT

5
RESOLUTION NO. 16-276

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0323:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0323 Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
PO' Increase					
Air Force One	Repair Parts Heathers/backflow	66211904-5201	\$10,000.00		
PR Number	Vendor Name	Line Description	Account	Amount	Line
R1602801	TERRI HALL & ASSOCIATES	PUBLIC DEFENDER TRANSCRIPTS	10011202 - 5301	\$7,098.00	0001
R1602824	RIGHTER COMPANY INC, THE	REFRIGERATED EVIDENCE LOCKER	41711436 - 5450	\$6,970.14	0001

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

6
RESOLUTION NO. 16-277

IN THE MATTER OF RESCHEDULING THE FINAL HEARING BY THE COMMISSIONERS FOR THE DRAINAGE IMPROVEMENT PROJECT TO VACATE PORTIONS OF THE EXISTING STORM WATER EASEMENTS IN THE ORANGE CENTRE DEVELOPMENT SECTION 1 PROJECT #0723 (UPON APPROVAL OF CONSTRUCTION OF NEW ALIGNMENT AND EASEMENT WITHIN THE COURTYARDS AT HIDDEN RAVINES SECTION 1):

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

Whereas, the Board of Commissioners of Delaware County on August 6, 2015, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost

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incurred for the reconstruction and improvement of the Drainage Improvement To Vacate Portions Of The Existing Storm Water Easements In The Orange Centre Development Section 1 Project #0723 (Upon Approval Of Construction Of New Alignment And Easement Within The Courtyards At Hidden Ravines Section 1), and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Drainage Improvement To Vacate Portions Of The Existing Storm Water Easements In The Orange Centre Development Section 1 Project #0723 (Upon Approval Of Construction Of New Alignment And Easement Within The Courtyards At Hidden Ravines Section 1,) Project are being finalized for their review and consideration; and

Whereas, Resolution No. 16-220 fixed April 28, 2016, at 9:45AM as the time of the final hearing by the Commissioners on the report of the County Engineer, and due to a scheduling conflict the date no longer works;

Therefore Be It Resolved, the Board of County Commissioners of The County of Delaware have now fixed **Thursday May 5, 2016, at 9:45AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the rescheduled time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**7
RESOLUTION NO. 16-278**

IN THE MATTER OF APPROVING A CODERED NEXT SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EMERGENCY COMMUNICATIONS NETWORK, LLC. FOR THE COMMUNITY EMERGENCY NOTIFICATION SYSTEM SERVICE:

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

Whereas, the 911 Communications Systems Manager recommends approval of the Codered Next Services Agreement between the Delaware County Board of Commissioners and Emergency Communications Network, Llc. for the Community Emergency Notification System Service;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Codered Next Services Agreement between the Delaware County Board of Commissioners and Emergency Communications Network, Llc. for the Community Emergency Notification System Service.

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of March 10, 2016 (the "Effective Date") by and between Emergency Communications Network, LLC. a Delaware Limited Liability Company ("Licensor") located at 780 West Granada Blvd, Suite 200, Ormond Beach, FL 32174 and the Delaware County Board of Commissioners, a body politic and corporate of the State of *Ohio* ("Licensee") located at 10 Court Street, Delaware, OH 43015.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. License: Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to thirty-three (33) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. Ownership: Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.

3. Copyright: Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

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4. Functionality: The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of Delaware County, Ohio (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

5. Costs for the Service: During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 West Granada Blvd, Suite 200, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. Free Testing and Training Minute Blocks: Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:

- a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;
- b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;
- c) Any unused minutes are not transferable, and shall only roll over by written agreement; and
- d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

7. Term of the Service Agreement: This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term or Renewal Term (as hereinafter defined) (the Initial Term and the Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

8. Contract Extension: Upon completion of the Initial Term, the term of this Agreement will extend for one (1) additional one-year period (the "Renewal Term"). This contract extension provision will continue to extend the Agreement by one additional year at the end of the Initial Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term.** In the event the Agreement is extended for the Renewal Term:

- a) Licensee's System Minute bank will be replenished to the original 200,000 minute balance;
- b) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;
- c) Licensor will invoice Licensee for one additional year of Service at the rate of twenty-four thousand nine hundred dollars (\$24,900); and
- d) Licensee agrees to pay the additional fee set forth in this paragraph for the Renewal Term upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 5.

Notwithstanding anything contained herein, this Agreement shall automatically terminate as of 12:01 am on March 10, 2018. Licensee understands and agrees that Licensor may not guarantee the price set forth herein in the event that Licensee requests Licensor to provide any services to Licensee under separate, written agreement.

9. Minute Bank Refill Feature: The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of **20,000** System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

10. Appropriate Use of The Service: Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations, including but not limited to all applicable laws regarding outbound telemarketing, the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999, as well as State and Local telemarketing laws and requirements. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any

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attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for any violations of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account; and from any violations of any laws by Licensee.

11.Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

12.Representations and Warranties: Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

13.Disclaimer: In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

14.Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

15.Termination: Licensee or Licensor may terminate this Agreement at the completion of the Initial Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Initial Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal for the Renewal Term. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder

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shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

16. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, including without limitation that certain CodeRED Services Agreement effective March 10, 2014; provided however that nothing herein shall supersede that certain CodeRED Weather Warning Service Agreement effective May 22, 2008 or that certain IPAWS Submission App Agreement effective September 14, 2015 (the "IPAWS Agreement"). Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

17. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 780 West Granada Blvd, Suite 200, Ormond Beach, FL 32174

As to Licensee: Delaware County Board of Commissioners, Attn: Patrick Brandt/Emergency Communications Director, 10 Court Street, Delaware, OH 43015

Either party may change the address provided herein by providing notice as set forth in this paragraph.

18. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted, prior to the initiation of any litigation or other legal proceeding, to mediation according to the rules and regulations of, and administered by, the commercial mediation division of the American Arbitration Association, and that any agreement reached pursuant to such mediation may be enforced in any court of competent jurisdiction. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in a Court of first jurisdiction and all Courts of Appeal.

19. Interpretation and Severability: In the event any provision of this Agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

20. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

21. Survival: Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

22. Governing Law: This Agreement and all disputes arising therefrom or related thereto shall be governed by the laws of the State of Ohio. Any and all disputes submitted to a court shall be filed in and heard before the courts of Delaware County, Ohio. Any and all disputes submitted to mediation shall be heard telephonically, where available, and where not available, in a locale within fifty (50) miles of the Licensee's location as indicated in the Agreement.

23. Findings for Recovery: Licensor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

24. Campaign Finance: Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. The Licensor, therefore, is required to complete a certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13," attached hereto as Exhibit B. Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit Licensee from entering, proceeding, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

Exhibit A - Service Charges

Initial block purchase(s) of Prepaid System Minutes:	
One (1) year CodeRED NEXT Service Agreement	\$ Included
200,000 CodeRED System Minutes	\$ 24,900.00

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Additional System Minutes	\$ 0.249 per minute
500 minutes for testing and training	\$ No Charge (see paragraph 6)
Email and Text Messaging	\$ No Charge
Up to 33 CodeRED user pass codes	\$ Included
Initial Residential Database Upload	\$ Waived
One (1) CodeRED distance training session	\$ Included

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Additional Pass codes may be purchased for an annual fee of \$150.00 per pass code.

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor. One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3(cents) per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades	\$ No Charge
Vote on Motion	Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**8
RESOLUTION NO. 16-279**

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TRANSIT BOARD:

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

Whereas, the Director of Job & Family Services recommends approval of the following amendment;

Now Therefore Be It Resolved, the Delaware County Board of Commissioners approve the following contract amendment for Transportation Services with the Delaware County Transit Board:

**First Amendment
To
Contract for Transportation Services
Between
Delaware County Transit Board
and
Delaware County Department of Job and Family Services**

This First Amendment of the Contract For The Provision of Transportation Services is entered into this 24th day of March, 2016 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter "DATA") whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for The Provision of Transportation Services on April 1, 2015.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

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NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to one hundred twenty five thousand dollars and no cents (\$ 125,000.00).
 - B. The contract term shall be extended through June 30, 2016.

2. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

**9
RESOLUTION NO. 16-280**

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Belmont Pines 615 Churchill-Hubbard Road Youngstown, OH 44505 \$60,000.00	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Beech Brook 3737 Lander Road Pepper Pike, OH 44124	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has

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\$115,000.00	agreed to participate in)
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(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

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

10

RESOLUTION NO. 16-281

IN THE MATTER OF APPROVING THE GUARANTEED MAXIMUM PRICE AMENDMENT (GMP 2) TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LEND LEASE (US) CONSTRUCTION INC. FOR THE DELAWARE COUNTY JUDICIAL BUILDING (THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY):

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

Whereas, the Manager of Facilities and the County Administrator recommend approval of the amendment;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Guaranteed Maximum Price Amendment (GMP2) To The Construction Manager Contract Between The Delaware County Board Of Commissioners And Lend Lease (US) Construction Inc. For The Delaware County Judicial Building (The Sandusky Street Courthouse And Related Parking Facility):

Guaranteed Maximum Price Amendment GMP- 2

for the following PROJECT:

Delaware County Judicial Building
 110 North Sandusky Street
 Delaware OH 43051

THE OWNER:

Delaware County Board of Commissioners
 101 North Sandusky Street
 Delaware OH 43051

THE CONSTRUCTION MANAGER:

Lend Lease (US) Construction Inc.
 250 Civic Center Drive
 Suite 280
 Columbus OH 43215

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price, as adjusted, is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement, as set forth in the attached Guaranteed Maximum Price Exhibits.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed eleven million three hundred sixty-six thousand seven hundred thirty dollars \$ 11,366,730), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Paragraph deleted)

Refer to attached Exhibit C for the Project Estimate and Bid Tabulation for the work included in this GMP (Bid Package No. 2).

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(Paragraph deleted1)*

Refer to attached Exhibit K for Bid Alternates. (No Alternate Costs are included in the GMP at this time. Alternates may be subsequently accepted, prior to the start of the work.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

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Refer to attached Exhibit I for Allowances that are included in this GMP. (No Allowances are included in this GMP.)

(Table deleted)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to attached Exhibit B for Assumptions and Clarifications upon which this GMP is based.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Refer to attached Exhibit A - Basis Documents for a complete listing of all General and Supplementary Conditions.

(Table deleted)

§ A.1.1.7 The Guaranteed Exhibit Maximum Price is based upon the following Specifications:

(Paragraph deleted)

Refer to attached Exhibit A for a complete listing of all Basis Documents Specifications.

(Table deleted)

§ A.118 The Guaranteed Maximum Price is based upon the following Drawings:

(Paragraph deleted) Refer to attached Exhibit A for a complete listing of all Basis Documents Drawings

(Table deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

Refer to attached Exhibit D for this GMP 1— Project Schedule.

Refer to attached Exhibit E for this GMP 1 - Site Logistics Plans.

Refer to attached Exhibit F for this GMP 1 -Staffing Plan.

Refer to attached Exhibit G for this GMP 1 - Subcontractor Scopes of Work

Refer to attached Exhibit H for this GMP 1 - Scope of Self-performed Work

Refer to attached Exhibit J for this GMP 1 - Schedule of Unit Prices

Refer to attached Exhibit L for this GMP 1 - Schedule of Incentives

Refer to attached Exhibit M for this GMP 1 - General Conditions Cost Description

Refer to attached Exhibit Appendix for this GMP 1 - Insurance Certificates, BWC Certificate

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

June 30, 2017

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

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RESOLUTION NO. 16-282

IN THE MATTER OF APPROVING THE CDBG HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY:

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

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the “Agreement”) is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the “Grantor”), and **Delaware County**, located at 101 N. Sandusky Street, Delaware, OH 43015-1732 with F.T.I. Number: 31-6400065 (the “Grantee”), and shall be effective beginning **January 1, 2016** (the “Effective Date”) and terminate **December 31, 2018** (the “Termination Date”).

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development (“OCD”), administers the federal Community Development Block Grant (“CDBG”) Program and the HOME Investment Partnerships (“HOME”) Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock;

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and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Housing Revolving Loan Fund Capitalization. Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. Definitions.

a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. RLF Plan and Use of Funds. Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. Program Income Distribution for CHIP Program Partnerships. Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. Project Approvals. Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. National Objective/Income Eligibility Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. Subrecipient Agreements. Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. Accounting of RLF Funds. CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. Reporting Requirements. Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

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10. Compliance with General CDBG and HOME Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with Housing Program Income and conform to OCD policies. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. Records, Access and Maintenance. Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. Audits. The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that

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all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. Termination.

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person

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shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. Adherence to State and Federal Laws, Regulations.

a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. 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, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief

ii. In the case of Grantee, to:

Delaware County Commissioners
101 N. Sandusky Street
Delaware, OH 43015-1732
Attention: President Commissioner

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. Permissible Expenses. If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02 (the “Expense Rule”), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement

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

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RESOLUTION NO. 16-283

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CDBG HOUSING REVOLVING LOAN FUND (RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency has provided financial assistance to Delaware County through CDBG Housing RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG Housing RLF Report to the ODSA OCD.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG Housing Semi-Annual Report for June 30, 2015 to December 31, 2015.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Reports to ODSA OCD.

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

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RESOLUTION NO. 16-284

IN THE MATTER OF APPROVING, AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) B-F-14-1AT-1 FINAL STATUS REPORT WITH THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, and authorize the signing and submittal of the Status Report:

WHEREAS, the Ohio ODSA OCD awarded \$193,000 in State of Ohio Fiscal Year 2014 CDBG funds to the Delaware County Board of Commissioners, per CDBG Grant Agreement B-F-14-1AT-1, approved per Resolution 14-1479; and

WHEREAS, CDBG funding assists Delaware County communities with necessary and useful public improvements which are responsive to the CDBG national program objectives; and

WHEREAS, the B-F-14-1AT-1 grant agreement requires Delaware County to submit Status Reports; and

WHEREAS, the following projects were administered per the grant agreement:

- Activity 1 Ashley Villa Generator/Security System: Complete
- Activity 2 Delaware Co STEP Bus Pass: Complete
- Activity 3 Galena Village Hall ADA Restrooms: Complete
- Activity 4 Village of Ashley Warning Siren: Complete
- Activity 5 Delaware County Fair Housing Program: Complete
- Activity 6 Delaware County General Administration: Complete

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby approves the CDBG Final Status Report for Grant Agreement B-F-14-1AT-1.

Section 2. The Delaware County Board of Commissioners hereby authorizes the president of the Board of Commissioners, to sign the CDBG Status Report; then directs the Economic Development Coordinator to submit the report to ODSA OCD.

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

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RESOLUTION NO. 16-285

IN THE MATTER OF EXPRESSING THE BOARD'S SUPPORT FOR AND APPROVAL OF APPROPRIATIONS FOR THE VILLAGE OF GALENA CLEAN OHIO TRAIL FUND PROJECT:

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

WHEREAS, the Board of Delaware County Commissioners approved an inter-agency agreement with the Village of Galena per Resolution No. 13-156 to administer a Clean Ohio Trail Fund Project; and

WHEREAS, estimated project costs were higher than anticipated due to projections and cost of materials; and

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WHEREAS, Delaware County Friends of the Trail and the Village of Galena were able to raise funds for the project with a remaining shortfall of \$7,755.00;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, hereby supports the completion of the Village of Galena Clean Ohio Trail Fund Project and approves the appropriation of \$7,755.00 to organization key 10011102-5365.

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

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RESOLUTION NO. 16-286

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY THE RIGHTER CO., INC. FOR THE PROJECT KNOWN AS THE GALENA BRICK TRAIL:

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

WHEREAS, the Board of Delaware County Commissioners approved an inter-agency agreement with the Village of Galena per Resolution No. 13-156 to administer a Clean Ohio Trail Fund Project; and

WHEREAS, CT Consultants have completed the engineering consulting services; and

WHEREAS, the project known as the Village of Galena Clean Ohio Trail Fund – Galena Brick Trail Project was bid December 10, 2015; and

WHEREAS, the Delaware County Economic Development Coordinator and CT Consultants reviewed the bids received, and the bid submitted by The Righter Co., Inc., in the amount of \$330,200.00 has been determined to be the lowest and best bid, and

WHEREAS, the Delaware County Economic Development Coordinator and the Village of Galena jointly recommend approving the acceptance and award of the bid and approving the contract for the project;

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

Section 1. The Delaware County Board of Commissioners awards the bid to The Righter Co., Inc. in the amount of \$330,200.00 for the Galena Brick Trail project.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 24th day of March 2016, by and between, The Righter Co., Inc. hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the improvements known as the Galena Brick Trail.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project will pave a 10' wide multi-purpose trail on the old railroad bed from Dustin Rd. to Holmes St. including a new access to Dustin Rd. and a new bridge deck over Little Walnut Creek.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum \$330,200.00 subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

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- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor 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 Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Company certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The Company shall indemnify and hold harmless Delaware County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Company, any sub-Company, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

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LARRY UFFERMAN, SCOTT STEPHENS AND BONNIE DAILY
DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**PRESENTATION/DISCUSSION CLEAN OHIO FUNDS FOR THE FARMLAND
PRESERVATION PROGRAM FOR THE LOCAL AGRICULTURAL EASEMENT
PURCHASE PROGRAM**

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ADMINISTRATOR REPORTS
Seiji Kille, Director of Fiscal Services/Acting County Administrator
-No reports**

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COMMISSIONERS' COMMITTEES REPORTS
Commission Merrell**

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-Will be participating in the Meals on Wheels tomorrow.

Commissioner Benton

-The work session went well yesterday. We had an impressive group of applicants.

Commissioner Lewis

-Attended a Community Action meeting last night. It was decided, due to time and requirement restraints, that Community Action would not participate in the Healthier Buckeye Plan

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RESOLUTION NO. 16-287

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 10:17 AM.

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

RESOLUTION NO. 16-288

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 11:17 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners