

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 21, 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. 16-707

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 18, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 18, 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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-708

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0720 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0720:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0720, Procurement Card Payments in batch number PCAPR0720 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
PO' Increase					
Rebecca Lefever	Public Defender Court Reporter Services	10011202-5301	\$ 10,000.00		
Simco Electric	LED Light Change Out	10011102-5328	\$ 7,395.00		
PR Number	Vendor Name	Line Description	Line Account	Amount	Line
R1604212	LEND LEASE (US) CONSTRUCTION INC	GMP - PHASE III	40411414 - 5410	\$16,000,000.00	0001
R1604238	STATEWIDE EMERGENCY PRODUCTS LLC	EMS - COMMAND STAFF VEHICLE	41711436 - 5450	\$ 32,501.00	0001
R1604242	DELAWARE COUNTY FAIR	HOTEL BED TAX	29911190 - 5380	\$ 200,000.00	0001
R1604243	APPLEWOOD CENTERS INC	PASSS PROFESSIONAL SERVICES	22511607 - 5350	\$ 7,600.00	0001
R1604249	MOTOROLA SOLUTIONS INC	AES SOFTWARE ENCRYPTION FOR MOTOROLA 18 CONSOLES	21411306 - 5320	\$ 11,000.00	0001

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

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RESOLUTION NO. 16-709

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF OFFICE:

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

Supplemental Appropriations

29031318-5380 Concealed Handgun/Other Services \$58,000.00

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

7
RESOLUTION NO. 16-710

IN THE MATTER OF APPROVING A CONTRACT FOR INTERPRETATION SERVICES BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE AND LANGUAGE LINE SERVICES, INC.:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the contract for Interpretation Services between The Delaware County Sheriff's Office And Language Line Services, Inc.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract for Interpretation Services Between The Delaware County Sheriff's Office And Language Line Services, Inc.

CONTRACT FOR INTERPRETATION SERVICES BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE AND LANGUAGE LINE SERVICES, INC.

This Contract for Interpretation Services ("Contract") is entered into this 21st day of July 2016 by and between the Delaware County, Ohio Sheriff's Office ("Sheriff"), whose principal place of business is located at 149 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015-8006 and Language Line Services, Inc. a.k.a. a Language Line Solutions® Company ("LLS"), whose U.S. Headquarters and Contract Administration Department are located at Language Line Solutions, Attn: Contract Administration Department, 1 Lower Ragsdale Drive, Building 2, Monterey, CA 93940 (individually "Party" and collectively "Parties").

1. **PURPOSE**
 The purpose of this Contract is to state the covenants and conditions under which LLS will provide interpretation and translation services to the Sheriff.

2. **TERM**
 The term of this Contract shall become effective on and be inclusive of the date the last party signs this Contract and continue through July 1, 2017, unless otherwise terminated as provided in this Contract.

3. **RENEWAL**
 Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

4. **SCOPE OF SERVICES**
 LLS shall provide as-needed on-demand telephonic and/or video oral interpretation services and document translation services to the Sheriff (collectively "Services").

The Services shall be provided, by type of Service, for the languages listed on attached Exhibit 1.
 The Services shall be performed in accordance with the Interpreter Code of Ethics on attached Exhibit 2.

LLS shall supply the Sheriff with the products, including, but not limited to, "Interpretation Services Available" desktop displays, posters and language ID cards, in accordance with Attachment A1 (collectively "Products"). Such Products shall be provided in such quantities as are requested and/or needed by the Sheriff. An example "Interpretation Services Available" display is attached as Exhibit 3.

LLS shall make access, restricted access, and personal code services, as described on attached Exhibit 4, available to the Sheriff with the Services to enable the Sheriff to identify, track, and restrict callers on the Sheriff's account.

The Sheriff shall complete and return to LLS the Client Contact Information Form attached as Attachment B.

5. **PAYMENT FOR PRODUCTS AND SERVICES**
 In exchange for LLS providing the Products and Services, the Sheriff agrees to pay LLS for the provided Products and Services pursuant to and in accordance with the rate schedule attached as Attachment A1.

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All products shall be shipped to the Sheriff at no cost to the Sheriff and at LLS expense.

LLS shall not charge the Sheriff any retainer or any other cost or fee for or in connection with it or its Services being retained by and available to the Sheriff. LLS shall only charge or invoice the Sheriff for actual Services it performs and only after those Services have been provided.

6. INVOICE

To receive payment, LLS shall:

- Submit to the Sheriff a completed federal W-9 form (Attached Exhibit 5).
- On the first (1st) day of the next month after the Services were rendered, provide the Sheriff a proper detailed invoice.
- A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:
 - LLS's full name, address, telephone number, and facsimile number;
 - Name of a contact person with LLS in charge of billing, including a telephone number and email address for such contact person;
 - LLS's federal employer identification number;
 - Sheriff's full name and address;
 - Dates of the billing period;
 - Detail, including, but not limited to, description of Services provided (including language(s)), dates of when Services were rendered, rates, and quantities/hours spent providing the Services;
 - Total cost of Services provided;

Upon the submission of a proper invoice, payment in-full shall be made to LLS within thirty (30) days of the date of the invoice.

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

7. CONTRACT MAXIMUM

The maximum amount payable pursuant to this Contract is Ten Thousand Dollars and Zero Cents (\$10,000.00). It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

8. TAXES

The Sheriff, the Board of County Commissioners of Delaware County, Ohio ("Board"), Delaware County, Ohio, and all boards, departments, offices, and agencies thereof are exempt from all federal, state, and local taxes. As such, the Sheriff shall not be invoiced for and shall not pay any taxes. A tax exempt certificate shall be provided to LLS upon request.

9. COMPETITIVE BIDDING NOT REQUIRED

Consistent with R.C. § 307.86, this Contract is not required to be competitively bid. The Sheriff does not desire to competitively bid this Contract.

10. INDEPENDENT CONTRACTOR

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

LLS assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for Services and/or deliverables rendered and/or received under or pursuant to this Contract.

LLS and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Sheriff, Board, or Delaware County, Ohio.

11. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT! NO CONTRIBUTION TO OPERS

The Sheriff, Board, and Delaware County, Ohio (collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified LLS as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of LLS and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for Services and/or deliverables rendered and/or received under or pursuant to this Contract. LLS acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If LLS is an individual or has less than five (5) employees, LLS, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("OPERS Form"). The OPERS Form is attached hereto as Exhibit 6. The Sheriff shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Michael F. Schmidt
Chief Financial Officer
Language Line Services, Inc.

12. INDEMNITY

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

13. INSURANCE

LLS shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, LLS shall present to the Sheriff current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall provide coverage in an amount that is standard in the industry or is required by law and is adequate to protect LLS and the Indemnified Parties against any and all liability or damages arising from the Services provided under the Contract.

The Sheriff, Board, and Delaware County, Ohio shall be named as additional insureds on all required policy(ies) of insurance.

LLS shall be responsible for any and all premiums for all required policy(ies) of insurance. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

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

The insurer shall provide thirty (30) days written notice to the Sheriff before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Sheriff within seven (7) calendar days of change.

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

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

14. PROFESSIONAL INSURANCE

Throughout the life of the Contract, LLS shall provide and maintain current, without lapse, professional liability

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insurance for itself and its employees providing Services under this Contract. Such insurance shall provide coverage in an amount that is standard in the industry or is required by law and is adequate to protect both LLS and the Indemnified Parties against any and all liability or damages arising from the professional Services provided under the Contract. LLS shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Contract, the Sheriff may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

15. WORKER'S COMPENSATION INSURANCE

LLS shall carry and maintain throughout the life of the Contract Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. LLS shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Contract the Sheriff may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

16. CONFIDENTIALITY

LLS shall maintain and shall assure that all LLS employees maintain all information and/or data obtained by, through, or as a result of providing the Services or by any other means in connection to or with providing the Services as strictly confidential. Such information shall not be disclosed for any purpose except to the Sheriff, designees of the Sheriff, as instructed by the Sheriff or the Sheriff's designee, as necessary to the performance of this Contract, and/or as may otherwise be required by law or court order.

Notwithstanding any other termination provision contained in this Contract, the Sheriff may immediately terminate this Contract, if, in the sole discretion of the Sheriff, the Sheriff determines that actions of LLS or any LLS employee resulted in a breach of confidentiality and/or any violation of this obligation to maintain confidentiality.

To the fullest extent of the law and without limitation, LLS agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any breach or violation of confidentiality, in whole or in part, by LLS or any LLS employee. In the event of a breach or violation of confidentiality, LLS shall take any and all necessary and appropriate action and cooperate with the Sheriff to arrest the breach or violation, mitigate the effects of the breach or violation, and protect any victims of the breach or violation, including, but not limited to, if required by the event, the purchase and payment for, at no cost to the Sheriff, the Board, or Delaware County, Ohio, of appropriate identify theft protection and/or insurance for the victims of such breach or violation. Additionally, LLS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that LLS shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. LLS further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that LLS shall pay, settle, compromise and/or procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.

17. LICENSES

LLS certifies and warrants that it and/or its employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services required pursuant to this Contract and to conduct business in the state of Ohio. LLS further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

18. ACCESS TO RECORDS

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

19. RECORDS RETENTION

For a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract, LLS shall retain and maintain, and assure that all of its subcontractors retain and maintain, all Records. If an audit, litigation, or other action is initiated during the term of this Contract, LLS shall retain and maintain, and assure that all of its subcontractors retain and maintain, the Records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any Records related to the performance of this Contract, regardless of who holds such records, LLS shall contact the Sheriff in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the Records to be destroyed.

20. TERMINATION FOR CONVENIENCE/CAUSE: This Contract may be terminated as follows:

A. Convenience:

The Sheriff may terminate this Contract at any time and for any reason by giving at least sixty (60) days advance

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notice, in writing, to LLS.

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

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within thirty (30) days. If the breach or default is not satisfactorily remedied within said thirty (30) day period, this Contract may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that LLS shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

If the Agreement is terminated pursuant to this Section, LLS shall have no cause of action against the Sheriff, the Board, and/or Delaware County, Ohio except for a cause of action for non-payment for the Products provided and/or Services rendered prior to the effective date of termination. In no event will the Sheriff, the Board, and/or Delaware County, Ohio be obligated to pay for any Products or Services not actually provided or performed by LLS.

The Sheriff, without limitation, retains and reserves and may exercise any available administrative, contractual, equitable or legal actions or remedies.

21. WAIVER

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

Except as otherwise provided in this Contract, the Parties without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

22. NOTICES

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

SHERIFF

Russ Martin
Delaware County Sheriff
Attn.: Patty Freeman
149 North Sandusky Street, 3rd Floor
Delaware, Ohio 43015-8006

LLS

Alisa Smith
Premire Account Executive
Language Line Services, Inc.
1 Lower Ragsdale Drive, Building 2 Monterey, CA 93940
Email:
alsmith@languageline.com

23. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

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

Michael F. Schmidt
Chief Financial Officer
Language Line Services, Inc.

24. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES

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

Michael F. Schmidt
Chief Financial Officer
Language Line Services, Inc.

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25. CAMPAIGN FINANCE - COMPLIANCE WITH ORC § 3517.13

R.C. §§ 3517.13 1(3) and J(3) require 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 R. C. §§ 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. LLS, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13" ("Campaign Finance Form") Failure to complete and submit the required Campaign Finance Form with the Contract will prohibit the Sheriff/Delaware County from entering, proceeding with, and/or performing the Contract. The Campaign Finance Form is attached to this Contract as Exhibit 7.

26. NON-DISCRIMINATION / EQUAL OPPORTUNITY I CIVIL RIGHTS

All contracts with Delaware County, Ohio must contain and all contractors with Delaware County, Ohio must agree to enter a contract containing the language similar to that contained in R.C. § 125.111, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for any purchase shall contain provisions similar to those required by section 153.59 of the Revised Code in the case of construction contracts by which the contractor agrees to both of the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- B. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in R.C. § 4112.01, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. § 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

LLS, by the signature of its authorized representative on attached Exhibit 8 (Non-Discrimination/Equal Opportunity/Civil Rights), certifies that it complies with all applicable federal, state, and local laws regarding Non-Discrimination/Equal Opportunity/Civil Rights and will not discriminate.

27. PROHIBITED INTEREST

LLS agrees that no member of the Sheriff's Office during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. LLS agrees that it will not employ in any manner a current Sheriff's Office employee for a minimum period of one (1) year from the date this Contract expires or is terminated without the prior express signed written consent of the Sheriff.

28. DRUG FREE ENVIRONMENT

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

29. SUBCONTRACTING

LLS may subcontract any portion of this Contract. If Services are subcontracted, LLS shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. LLS shall remain the sole point of contact and shall be ultimately responsible for the performance of the Services.

30. ASSIGNMENT

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

31. AUTHORITY

The Sheriff is authorized by including, but not limited to, R.O § 325.12 to enter this Contract.

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32. NO EXCLUSIVITY

LLS shall not be the exclusive provider of the Products and/or Services to the Sheriff. The Sheriff, in the Sheriff's sole discretion, may utilize other contractors to provide or perform the same or similar Products and/or Services.

33. GOVERNING LAW

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.

34. INCORPORATION OF DOCUMENTS

The following Exhibits and Attachments are attached to this Contract and by this reference incorporated into and made a part of this Contract:

- Exhibit 1 - Language List
- Exhibit 2 - Interpreter Code of Ethics
- LLS Attachment A1
- Exhibit 3 - Interpretation Services Available Example Display/Poster
- Exhibit 4 - Access, Restricted Access, and Personal Codes
- LLS Attachment B
- Exhibit 5 - W-9 Form
- Exhibit 6 - OPERS Form
- Exhibit 7 - Campaign Finance Form
- Exhibit 8 - Non-Discrimination/Equal Opportunity/Civil Rights Form

35. CONFLICTS

To the extent that any terms and/or conditions of this Contract conflict with those contained in the attached and incorporated Exhibits or Attachments, the terms and conditions of this Contract shall prevail.

36. HEADINGS

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

37. DRAFTING

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

38. SEVERABILITY:

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

39. COUNTERPARTS

This Contract may be executed in counterparts.

40. SIGNATURES

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

41. ENTIRE CONTRACT:

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

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

**8
RESOLUTION NO. 16-711**

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, 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 Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of an emergency response vehicle; and

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WHEREAS, the emergency response vehicle for Delaware County EMS is necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program (the “Program”), and an emergency response vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new emergency response vehicle for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicle is a 2017 Ford Interceptor Utility with emergency response lighting and warning equipment, from Statewide Emergency Products, at a cost of \$32,501.00.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # GDC050, Contract number RS900616, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$2600.

Section 5. This Resolution shall take immediate effect upon passage.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Our EMS Department does a great job at outreach. Yesterday they were at Recreation Unlimited visiting the campers.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

-Last Thursday a group formed by MORPC, Competitive Advantage Project held their first meeting. This group, made up of government and private sector people, will be prioritizing project that will benefit the regional as a whole.

Commissioner Merrell

-Attended a Strand Board meeting this week
-Attended an Executive Regional Planning meeting yesterday.

Commissioner Lewis

-Attended a Stepping-Up Initiative meeting yesterday. The group thought our EMS Chief Schuiling should be a part of the group, he has accepted.

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RESOLUTION NO. 16-712

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 9:43 AM.

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

RESOLUTION NO. 16-713

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 10:25 AM.

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

*Discussion about the Galena Brick Trail intergovernmental agreement direction.

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 21, 2016

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners