

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 14, 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. 16-1160

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 10, 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 November 10, 2016; and

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

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

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-1161

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 1110:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1110 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Frontier	Facilities Department	10011105-5330	\$8,000.00
Bound Tree	Medical Supplies EMS	10011303-5243	\$7,000.00
Hass Kim Albrecht	Legal Services HR Department	61311923-5361	\$7,500.00

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

5
 RESOLUTION NO. 16-1162

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR COURTYARDS AT SOUTH SECTION LINE ROAD PHASE 1 & 2 AND SUNSET POINT:

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

Courtyards At South Section Line Road Phase 1 & 2

WHEREAS, on November 14, 2016, a Ditch Maintenance Petition for Courtyards At South Section Line Road Phase 1 & 2 (also known as Courtyards at Price Farms) was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Courtyards At South Section Line Road Phase 1 & 2 (also known as Courtyards at Price Farms); and

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WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$528,861.56. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 65 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$8,136.33 per unit. An annual maintenance fee equal to 2% of this basis \$162.73 will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$10,577.23 has been paid to Delaware County, receipt of which is hereby acknowledged.

Sunset Point

WHEREAS, on November 14, 2016, a Ditch Maintenance Petition for Sunset Point was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within < Sunset Point; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$61,839.00 for the benefit of the lots being created in this subdivision. 3 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$20,613.00. An annual maintenance fee equal to 2% of this basis \$412.26 will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,236.78 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

6
RESOLUTION NO. 16-1163

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

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

Whereas, The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer;

Now Therefore Be It Resolved, That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U16-197	Consolidated Electric	Big Run Road	Road bore
U16-198	Columbia Gas	Olentangy Falls 4 & 5	Install gas main
U16-199	Columbia Gas	Nelson Farms 1 E	Tie-Into existing gas main
U16-200	Suburban Natural Gas	North Farms	Install gas main
U16-201	Suburban Natural Gas	Glenmead Sec. 1	Install gas main

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

**7
RESOLUTION NO. 16-1164**

IN THE MATTER OF APPROVING A CONTRACTS OF SALE AND PURCHASE BETWEEN PETER G. BAHNER, DEREK D. FLETCHER, AND THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR 9 - TR 127, LIBERTY & JEWETT ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contracts of sale and purchase with Peter G. Bahner, Derek D. Fletcher, And The Board Of Education Of The Olentangy Local School District for the project known as DEL-CR 9 - TR 127, Liberty & Jewett Road Improvements;

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contracts of sale and purchase with Peter G. Bahner, Derek D. Fletcher, And The Board Of Education Of The Olentangy Local School District for the project known as DEL-CR 9 - TR 127, Liberty & Jewett Road Improvements as follows:

Peter G. Bahner

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of November, 2016, Peter G. Bahner, whose address is 10403 Liberty Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 4-WD & 4-T,
DEL-CR 9 - TR 127, Liberty & Jewett Road Improvements

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Nineteen Thousand Seven Hundred Ninety-Six Dollars (\$19,796.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

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It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

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11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. 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.

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Derek D. Fletcher

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of November, 2016, Derek D. Fletcher, whose address is 2981 Jewett Road, Powell, Ohio 43065, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 9-WD & 9-T,
DEL-CR 9 - TR 127, Liberty & Jewett Road Improvements

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Ten Thousand Eight Hundred Twenty-Nine Dollars (\$10,829.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

(A) All title, rights, and interest in and to the PROPERTY; and,

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- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options,

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actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. 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.

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

The Board Of Education Of The Olentangy Local School District

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 14th day of November, 2016, Board of Education of the Olentangy Local School District, whose address is 814 Shanahan Road, Lewis Center, Ohio 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 7-WD & 7-T,
DEL-CR 9— TR 127, Liberty & Jewett Road Improvements

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein. TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Seven Thousand Three Hundred Twenty-Six Dollars (\$7,326.00) which total sum to be paid the SELLER pursuant to this

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CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage,

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removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. 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.

15. 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.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Orders and Vouchers for the above contracts.

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

**8
RESOLUTION NO. 16-1165**

IN THE MATTER OF APPROVING THE CONTRACT FOR THE OHIO COMMUNITY SUPERVISION SYSTEM DOCUMENT GENERATION SERVICES BETWEEN DELAWARE COUNTY, THE DELAWARE COUNTY ADULT COURT SERVICES, AND STEPMOBILE:

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

Whereas, the Director of Adult Court Services with the Common Pleas Court recommends approval of the contract for The Ohio Community Supervision System Document Generation Services between the Delaware County, The Delaware County Adult Court Services, and Stepmobile;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for the Ohio Community Supervision System Document Generation Services between Delaware County, The Delaware County Adult Court Services, and Stepmobile:

**CONTRACT FOR THE OHIO COMMUNITY SUPERVISION SYSTEM DOCUMENT
GENERATION SERVICES BETWEEN
THE DELAWARE COUNTY ADULT COURT SERVICES
AND
STEPMOBILE**

This Contract for the Ohio Community Supervision System Document Generation Services ("Contract") is entered into this **14th day of November, 2016**, by and between the Delaware County Adult Court Services ("ACS"), whose principal place of business is located at 22 Court Street Delaware, Ohio 43015, and StepMobile ("Contractor"), whose principal place of business is located at 18 W. Fourth Street, Mansfield, Oh 44902 and whose mailing address is the same (individually, "Party"; collectively, "Parties").

1) PURPOSE OF CONTRACT/SCOPE OF WORK FOR STEPMOBILE:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide a Supervision System Document Generation ("Services") for ACS. Contractor shall perform the following work:

Scope of Work

Description	Comments
Kick-Off Meeting	StepMobile: Project Manager: David Rose Technical Lead: Dan Rzeppa
	Agency: Main Contact: Heather Short Technical Resource: <i>name</i> This meeting could take place during the OCSS Kick-Off Meeting
Develop up to 40 documents and/or reports	Additional items can be produced at a billable rate listed on our Ohio State Term Schedule of \$150.00

2) CONTRACT TERM:

The term of this Contract shall become effective on, be inclusive of the date the last Party signs this Contract, and continue through September 30, 2017, unless otherwise terminated as provided in this Contract.

3) ACS RESPONSIBILITIES:

Description	Comments
Attend Kick Off Meeting	All resources that will participate in the data conversion must be present during the meeting
Agency Review	Review procedures for generating sample documents and reports. Provide a current understanding of how documents are created for use in current system.
Documents	<ul style="list-style-type: none"> • Provide a copy of each document both empty and with sample data. • Preferred format of Microsoft Word. • Provide OCSS Document Worksheet for each document provide
Reports	Provide a copy of each report both empty and with sample data
Assign Permissions	For each document, report and data export assign permission to run by role.
Review OCSS Documents & Reports	Sign off on each of the newly created documents and reports
Quick Print List	Assign offender documents to case management section and tab for quick print.

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4) COMPENSATION:

In exchange for the Contractor providing the Services to the ACS, the ACS shall compensate the Contractor at the following applicable rate schedule:

Rate Schedule

Application Developer 2 \$150.00

To receive such compensation, Contractor shall provide the ACS with a proper detailed invoice on a monthly basis. Proper invoices shall be in a format as agreed to between the Contractor and the ACS. 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 information:

- Contractor's full name, address, telephone number, email address, and facsimile number (when applicable);
- Contractor's federal employer identification number and/or a completed federal W-9 form;
- The full name and address of the ACS;
- Billing period;
- Detail, including, but not limited to, description of Services provided, dates of when Services were rendered and completed, rates and quantities/hours spent providing the Services as detailed in Section 1; and,
- Total cost of Services provided.

Contractor shall submit invoices to the ACS at the conclusion of each month during the Contract term. The ACS shall issue payments within thirty (30) days of the receipt of an invoice and sufficient documentation that Services were provided in accordance with the requirements of this Contract. No payment shall be made unless the Contractor has actually provided Services and timely submitted invoices in accordance with the requirements of this Contract. In case of overpayments, the Contractor agrees to repay ACS the amount of overpayment and that to which it is entitled.

It is further understood that a total of sixty (60) days from the start date of the kick off meeting will be needed to complete the typical documents generation. Prior to setting a cut-over date all agency documents that are necessary should be completed.

5) CONTRACT MAXIMUM:

The Contractor agrees to accept as full payment for Services rendered to the ACS the lesser of the following: (1) The maximum amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00); or (2) The amount of compensation for actual Services provided by Contractor during the Contract term. It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00).

6) AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as ACS may deem necessary, the Contractor shall make available to any and/or all the above named parties or their authorized representatives, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. ACS shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of five (5) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain all records, documents, writings, and/or other information related to the performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the five (5) years have expired, whichever is later.

7) INDEPENDENT CONTRACTOR:

The Contractor 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

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terms and conditions of this Contract. The Contractor assumes all responsibilities for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and contributions to retirement plans, and/or insurance premiums that may accrue and/or become due because of compensation received for Services under or pursuant to this Contract. The Contractor and/or its officers, officials, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the ACS or Delaware County, Ohio.

8) INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT / NO CONTRIBUTION TO OPERS

The ACS and Delaware County, Ohio (for purposes of this section and the following section, collectively, "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Contractor 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 the Contractor 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. The Contractor 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 the Contractor is an individual or has less than five (5) employees, the Contractor, 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 ("Form"). The Form is attached hereto as "Exhibit A" and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If the Contractor has five (5) or more employees, the Contractor, by his/her signature below hereby certifies such fact in lieu of completing the Form:

Signature of Contractor

9) NOTICE OF RECEIPT OF OPERS BENEFIT / FORM SR-6

If the Contractor is, or during the term of this Contract becomes, an age and service retirement or disability benefit recipient through OPERS, then the Contractor shall immediately provide written notice to the County that the Contractor is a benefit recipient and shall complete OPERS Form SR-6. The Contractor acknowledges that rendering services under this Contract as an independent contractor may result in a forfeiture and/or suspension of any or all of the Contractor's OPERS benefit during the term of this Contract. The Contractor shall indemnify the County and hold the County harmless against and from any liability the County may incur for overpaid OPERS benefits due to the Contractor's failure to provide written notice or complete OPERS Form SR-6 as required herein, and the Contractor authorizes the County to withhold any such amount from the compensation due the Contractor under this Contract.

10) INDEMNIFICATION:

The Contractor shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless the ACS, Delaware County, Ohio ("County"), and all of their respective 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 the Contractor's performance of this Contract or the actions, inactions, or omissions of the Contractor. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at his own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and/or expenses, including, but not limited to attorney's fees.

B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the

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Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contractor.

To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, 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 the Contracted Parties performance of this Contract or the actions or omissions of the Contractor. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor 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. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise, and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

11) INSURANCE:

The Contractor shall carry and maintain throughout the life of this 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 Services under this Contract, Contractor shall present to the ACS current certificates of insurance, and shall maintain current 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 and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages. Contractor shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Contractor shall retain any and all such other and further rights and remedies as are available at law or in equity.

12) WORKER'S COMPENSATION INSURANCE:

Contractor 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. Contractor shall be responsible for any and all premiums for such policy(ies).

13) TERMINATION:

This Contract may be terminated as follows:

A. Termination for Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days' advance notice, in writing, to the other Party. Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

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 a specified reasonable period of time. If the breach or default is not satisfactorily remedied with the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If either Party fails to perform an obligation or obligations 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 other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized ACS.

D. Loss of Funding:

It is understood by the Contractor that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to ACS, the Contractor understands that changes and/or termination of this Contract will be required and necessary. The Contractor agrees to hold harmless the Indemnified Parties for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by ACS

14) CAMPAIGN FINANCE - COMPLIANCE WITH ORC 4 3517.13:

Pursuant to ORC § 3517.13(I)(3) and J(3), ACS is required to receive certification that an individual awarded a contract providing services with a cost aggregating more than ten thousand dollars in a calendar year is in compliance with the applicable provisions of ORC § 3517.13. The Contractor is therefore required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Such certification is attached hereto as "Exhibit B" and by this reference is incorporated as a part of this Contract.

15) LICENSES AND WARRANTY:

The Contractor hereby certifies and warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing Services under this Contract are legally and properly trained and/or licensed to be performing the tasks that they will be performing under this Contract.

Contractor certifies that all of the above listed individuals 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. Contractor 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. At any time throughout the life of the Contract, the ACS may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request.

The Contractor also hereby warrants that the Services that it provides pursuant to this Contract are warranted, performed properly, and are free from defect. Contractor, without cost to the ACS, shall promptly correct any Service that it provides pursuant to this Contract that, in the sole discretion of the ACS, has not been properly performed or is defective.

16) CONFIDENTIALITY:

Contractor shall maintain and shall assure all Contractor employees maintain all information obtained by, though, or as a result of providing the Services or by any other means in connection to or with providing the Services as strictly confidential and such information shall not be disclosed for any purpose except to ACS, designees of ACS, as instructed by ACS, or 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, ACS may immediately terminate this Contract, if, in sole discretion of ACS, ACS determines that actions of Contractor or any Contractor employee resulted in a breach of confidentiality and/or any violation of this obligation to maintain confidentiality.

17) ASSIGNMENT AND SUBCONTRACTING:

This Contract and/or any of the rights or responsibilities contained herein may not be assigned, subcontracted, or transferred to any other party without the express written consent of both Parties.

18) FINDINGS FOR RECOVERY:

The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State /Ohio.

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Signature of Contractor

19) NOTICES AND INVOICES:

All notices and invoices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

ACS:

Joseph N. Perry, MSCJ
Chief Probation Officer Adult Court Services
Delaware County Common Pleas Court
22 Court Street
Delaware, Ohio 43015
jperry@co.delaware.oh.us
Office (740) 833-2571

CONTRACTOR:

**StepMobile
Attn: David Rose
P0 Box 3586
Mansfield, Ohio 44907**

20) CIVIL RIGHTS / NON-DISCRIMINATION:

Contractor shall not discriminate against any client, patient, or other person coming within this Contract because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. Contractor shall comply with any and all federal and state laws prohibiting discrimination. The right to and method of appeal shall be made available. Failure to comply with this section may result in the termination of this Contract.

21) CRIMINAL BACKGROUND CHECK:

Prior to providing Services under this Contract, Contractor and all of Contractor's employees performing this Contract, should submit to criminal background checks if requested by ACS. Criminal background checks should be performed by an agency competent to perform such checks and provided by such agency to the ACS at no cost to the ACS. Contractor shall be responsible for all costs associated with the required criminal background check(s).

ACS reserves the right to terminate this Contract or refuse to allow Contractor or any of Contractor's employees to provide services where the criminal background check(s) is/are unsatisfactory to ACS. ACS shall be the sole determiner of whether a criminal background check is satisfactory.

22) DRUG FREE /SMOKE FREE ENVIRONMENT:

The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

23) CONFLICT OF INTEREST / NON-COLLUSION:

The Contractor is unaware of, certifies that there are no conflicts of interest that would prohibit the Contractor from entering this Contract, and agrees to immediately notify the ACS if and when it becomes aware of any actual or potential conflict of interest that arise during the term of the Contract. Contractor further guarantees that this Contract is not a product of collusion with any other vendor and no effect has been made to fix any overhead, profit or cost element of any proposed price.

24) 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.

25) SEVERABILITY:

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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.

26) COUNTERPARTS:

This Contract may be executed in counterparts.

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

28) ENTIRE CONTRACT:

This Contract (and its Exhibit Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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

**9
RESOLUTION NO. 16-1166**

IN THE MATTER OF APPROVING THE CONTRACT FOR THE OHIO COMMUNITY SUPERVISION SYSTEM OFFENDER DATA CONVERSION SERVICES BETWEEN DELAWARE COUNTY, THE DELAWARE COUNTY ADULT COURT SERVICES, AND STEPMOBILE:

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

Whereas, the Director of Adult Court Services with the Common Pleas Court recommends approval of the contract for The Ohio Community Supervision System Offender Data Conversion Services Between Delaware County, The Delaware County Adult Court Services, and Stepmobile;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for The Ohio Community Supervision System Offender Data Conversion Services Between Delaware County, The Delaware County Adult Court Services And Stepmobile:

**CONTRACT FOR THE OHIO COMMUNITY SUPERVISION SYSTEM OFFENDER
DATA CONVERSION SERVICES BETWEEN
THE DELAWARE COUNTY ADULT COURT SERVICES
AND
STEPSMOBILE**

This Contract for the Ohio Community Supervision System Offender Data Conversion Services ("Contract") is entered into this 14th day of November, 2016, by and between the Delaware County Adult Court Services ("ACS"), whose principal place of business is located at 22 Court Street Delaware, Ohio 43015, and StepMobile ("Contractor"), whose principal place of business is located at 18 W. Fourth Street, Mansfield, Oh 44902 and whose mailing address is the same (individually, "Party"; collectively, "Parties").

1) PURPOSE OF CONTRACT/SCOPE OF WORK FOR STEPMOBILE:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide a Supervision System Offender Data Conversion ("Services") for ACS. Contractor shall perform the following work:

Description	Comments
Kick-Off Meeting	StepMobile: Project Manager David Rose Technical Lead: Dan Rzeppa DBA and Developer Ken Abshure

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	Agency: Main Contact: <i>name</i> Technical Resource: <i>name</i> Data Analyst <i>name</i>
	OCSS Import Process Review File Definitions
	Agency Data Conversion Survey Review Data elements that Agency request to convert
	Method to provide data to StepMobile
Data Source Analysis	Analyze data Ides or database provide by Agency.
	Compare data provided by Agency Global Data Values
Data Conversion Job	Develop job to convert data to the OCSS import format

2) CONTRACT TERM:

The term of this Contract shall become effective on, be inclusive of the date the last Party signs this Contract, and continue through September 30, 2017, unless otherwise terminated as provided in this Contract.

3) ACS RESPONSIBILITIES:

Description	Comments
Attend Kick Off Meeting	All resources that will participate in the data conversion must be present during the meeting
Data Source Review	Identify the information and data elements in your existing solution that you want to convert.
Verification of Global Maintenance Data	Provide feedback on incorrect or missing global data values.
Review Agency Maintenance Data	Normalization of Agency Maintenance Data.
Provide Data	This will vary based upon resources and involvement selected from StepMobile. Probatum SQL Server Database Backup
Data Analysis	Reviewing Data During the conversion process After Production Run Provide responses to all exception data reports

4) COMPENSATION:

In exchange for the Contractor providing the Services to the ACS, the ACS shall compensate the Contractor at the following applicable rate schedule:

Description	Rate
Project Manager 2	\$150.00
Database Administrator 4	\$150.00
Application Developer 2	\$150.00

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To receive such compensation, Contractor shall provide the ACS with a proper detailed invoice on a monthly basis. Proper invoices shall be in a format as agreed to between the Contractor and the ACS. 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 information:

- Contractor's full name, address, telephone number, email address, and facsimile number (when applicable);
- Contractor's federal employer identification number and/or a completed federal W-9 form;
- The full name and address of the ACS;
- Billing period;
- Detail, including, but not limited to, description of Services provided, dates of when Services were rendered and completed, rates and quantities/hours spent providing the Services as detailed in Section 1; and,
- Total cost of Services provided.

Contractor shall submit invoices to the ACS at the conclusion of each month during the Contract term. The ACS shall issue payments within thirty (30) days of the receipt of an invoice and sufficient documentation that Services were provided in accordance with the requirements of this Contract. No payment shall be made unless the Contractor has actually provided Services and timely submitted invoices in accordance with the requirements of this Contract. In case of overpayments, the Contractor agrees to repay ACS the amount of overpayment and that to which it is entitled.

It is further understood that a total of 30-60 days from the start date of the kick off meeting will be needed to complete the typical data conversion. After this time, a conversion date to publish your data into the production database could be set. Prior to setting a conversion date, all agency setup requirements and training should be completed.

5) CONTRACT MAXIMUM:

The Contractor agrees to accept as full payment for Services rendered to the ACS the lesser of the following: (1) The maximum amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); or (2) The amount of compensation for actual Services provided by Contractor during the Contract term. It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

6) AVAILABILITY AND RETENTION OF RECORDS:

At any time, during regular business hours, with reasonable notice and as often as ACS may deem necessary, the Contractor shall make available to any and/or all the above named parties or their authorized representatives, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. ACS shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of five (5) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain all records, documents, writings, and/or other information related to the performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the five (5) years have expired, whichever is later.

7) INDEPENDENT CONTRACTOR:

The Contractor 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. The Contractor assumes all responsibilities for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and contributions to retirement plans, and/or insurance premiums that may accrue and/or become due because of compensation received for Services under or pursuant to this Contract. The Contractor and/or its officers, officials, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the ACS or Delaware County, Ohio.

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8) INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT / NO CONTRIBUTION TO OPERS

The ACS and Delaware County, Ohio (for purposes of this section and the following section, collectively, "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Contractor 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 the Contractor 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. The Contractor 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 the Contractor is an individual or has less than five (5) employees, the Contractor, 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 ("Form"). The Form is attached hereto as "Exhibit A" and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If the Contractor has five (5) or more employees, the Contractor, by his/her signature below hereby certifies such fact in lieu of completing the Form:

Signature of Contractor

9) NOTICE OF RECEIPT OF OPERS BENEFIT / FORM SR-6

If the Contractor is, or during the term of this Contract becomes, an age and service retirement or disability benefit recipient through OPERS, then the Contractor shall immediately provide written notice to the County that the Contractor is a benefit recipient and shall complete OPERS Form SR-6. The Contractor acknowledges that rendering services under this Contract as an independent contractor may result in a forfeiture and/or suspension of any or all of the Contractor's OPERS benefit during the term of this Contract. The Contractor shall indemnify the County and hold the County harmless against and from any liability the County may incur for overpaid OPERS benefits due to the Contractor's failure to provide written notice or complete OPERS Form SR-6 as required herein, and the Contractor authorizes the County to withhold any such amount from the compensation due the Contractor under this Contract.

10) INDEMNIFICATION:

The Contractor shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless the ACS, Delaware County, Ohio ("County"), and all of their respective 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 the Contractor's performance of this Contract or the actions, inactions, or omissions of the Contractor. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at his own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and/or expenses, including, but not limited to attorney's fees.

B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contractor.

c. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from

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any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, 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 the Contracted Parties performance of this Contract or the actions or omissions of the Contractor. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor 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. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise, and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

11)INSURANCE:

The Contractor shall carry and maintain throughout the life of this 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 Services under this Contract, Contractor shall present to the ACS current certificates of insurance, and shall maintain current 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 and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages. Contractor shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Contractor shall retain any and all such other and further rights and remedies as are available at law or in equity.

12) WORKER'S COMPENSATION INSURANCE:

Contractor 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. Contractor shall be responsible for any and all premiums for such policy(ies).

13) TERMINATION:

This Contract may be terminated as follows:

A. Termination for Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days' advance notice, in writing, to the other Party. Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

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 a specified reasonable period of time. If the breach or default is not satisfactorily remedied with the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If either Party fails to perform an obligation or obligations 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 other failure(s). Waiver by either Party shall be authorized in writing and

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signed by an authorized person or a quorum of the authorized ACS.

D. Loss of Funding:

It is understood by the Contractor that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to ACS, the Contractor understands that changes and/or termination of this Contract will be required and necessary. The Contractor agrees to hold harmless the Indemnified Parties for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by ACS

14) CAMPAIGN FINANCE - COMPLIANCE WITH ORC 3517.13:

Pursuant to ORC § 3517.13(I)(3) and J(3), ACS is required to receive certification that an individual awarded a contract providing services with a cost aggregating more than ten thousand dollars in a calendar year is in compliance with the applicable provisions of ORC § 3517.13. The Contractor is therefore required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Such certification is attached hereto as "Exhibit B" and by this reference is incorporated as a part of this Contract.

15) LICENSES AND WARRANTY:

The Contractor hereby certifies and warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing Services under this Contract are legally and properly trained and/or licensed to be performing the tasks that they will be performing under this Contract.

Contractor certifies that all of the above listed individuals 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. Contractor 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. At any time throughout the life of the Contract, the ACS may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request.

The Contractor also hereby warrants that the Services that it provides pursuant to this Contract are warranted, performed properly, and are free from defect. Contractor, without cost to the ACS, shall promptly correct any Service that it provides pursuant to this Contract that, in the sole discretion of the ACS, has not been properly performed or is defective.

16) CONFIDENTIALITY:

Contractor shall maintain and shall assure all Contractor employees maintain all information obtained by, though, or as a result of providing the Services or by any other means in connection to or with providing the Services as strictly confidential and such information shall not be disclosed for any purpose except to ACS, designees of ACS, as instructed by ACS, or 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, ACS may immediately terminate this Contract, if, in sole discretion of ACS, ACS determines that actions of Contractor or any Contractor employee resulted in a breach of confidentiality and/or any violation of this obligation to maintain confidentiality.

17) ASSIGNMENT AND SUBCONTRACTING:

This Contract and/or any of the rights or responsibilities contained herein may not be assigned, subcontracted, or transferred to any other party without the express written consent of both Parties.

18) FINDINGS FOR RECOVERY:

The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Signature of Contractor

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19)NOTICES AND INVOICES:

All notices and invoices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

ACS:

Joseph N. Perry, MSCJ
Chief Probation Officer Adult Court Services
Delaware County Common Pleas Court
22 Court Street
Delaware, Ohio 43015
jperryco.delaware.oh.us
Office (740) 833-2571

CONTRACTOR:

StepMobile
Attn: David Rose
P0 Box 3586
Mansfield, Ohio 44907

20)CIVIL RIGHTS / NON-DISCRIMINATION:

Contractor shall not discriminate against any client, patient, or other person coming within this Contract because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. Contractor shall comply with any and all federal and state laws prohibiting discrimination. The right to and method of appeal shall be made available. Failure to comply with this section may result in the termination of this Contract.

21) CRIMINAL BACKGROUND CHECK:

Prior to providing Services under this Contract, Contractor and all of Contractor's employees performing this Contract, should submit to criminal background checks if requested by ACS. Criminal background checks should be performed by an agency competent to perform such checks and provided by such agency to the ACS at no cost to the ACS. Contractor shall be responsible for all costs associated with the required criminal background check(s).

ACS reserves the right to terminate this Contract or refuse to allow Contractor or any of Contractor's employees to provide services where the criminal background check(s) is/are unsatisfactory to ACS. ACS shall be the sole determiner of whether a criminal background check is satisfactory.

22) DRUG FREE / SMOKE FREE ENVIRONMENT:

The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

23)CONFLICT OF INTEREST / NON-COLLUSION:

The Contractor is unaware of, certifies that there are no conflicts of interest that would prohibit the Contractor from entering this Contract, and agrees to immediately notify the ACS if and when it becomes aware of any actual or potential conflict of interest that arise during the term of the Contract. Contractor further guarantees that this Contract is not a product of collusion with any other vendor and no effect has been made to fix any overhead, profit or cost element of any proposed price.

24) 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.

25) SEVERABILITY:

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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.

26) COUNTERPARTS:

This Contract may be executed in counterparts.

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

28) ENTIRE CONTRACT:

This Contract (and its Exhibit Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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

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RESOLUTION NO. 16-1167

IN THE MATTER OF CERTIFYING AND AUTHORIZING THE ENVIRONMENTAL REVIEW RECORD AND AUTHORIZING THE SIGNING OF THE REQUEST FOR RELEASE OF FUNDS CERTIFICATIONS:

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

WHEREAS, Delaware County Board of Commissioners Resolution 16-557 authorized the Economic Development Coordinator to submit a Program Year 2016 Small Cities Community Development Block Grant application to the Ohio Development Services Agency for funding consideration; and

WHEREAS, the Ohio Development Services Agency approved the application and provided Grant Agreement B-F-16-1AT-1 for the PY2016 Small Cities Community Development Block Grant, which was accepted by the Delaware County Board of Commissioners via Resolution 16-1004; and

WHEREAS, prior to release of the funds, an Environmental Review Record (ERR) must be completed and an assessment made on the positive and negative social, economic and environmental impacts; and

WHEREAS, Delaware County staff have determined the following findings:

Weather Radio Project/Public Service, was determined to be an exempt activity
Ashley Water Tower/Water Facility Improvement, was determined to be categorically excluded, subsequently exempt; and

WHEREAS, Once ODSA processing requirements are completed, an Environmental Release is sent to the chief executive officer authorizing activity funding to begin.

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

Section 1. The Board hereby certifies the Environmental Review Record for the PY2016 Small Cities Community Development Block Grant B-F-16-1AT-1 and authorizes the president of the Board of Commissioners to sign the certification of exempt project, certification of determination of subsequent exemption for a categorical exclusion project; and any necessary administrative documents in support of the ERR for this project.

Section 2. The Economic Development Coordinator is hereby directed to forward this resolution and supporting documents to the Office of Community Development, Ohio Development Services Agency.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
-The topping off ceremony will have to be rescheduled.

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-A thanks to Sarah Dinovo for her hours spent working on the Veteran’s Day breakfast

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Attended the Veteran’s Day breakfast on Friday morning. It was very well done. Had the privilege of introducing Joe DiGenova as an honoree this year.
- Tonight, DCB will be hosting a reception for Mike Price, the President of the First Commonwealth Bank
- Budget hearings will start tomorrow
- The 9-1-1 levy passed

Commissioner Benton

- Attended the Veteran’s Day breakfast as well Friday morning. Was attended by many different veterans. Was pleased to announce Dwight Cimeno as an honoree this year.
- Sawmill Parkway opened on November 10th. Has beautiful amenities like a bath path and newly planted trees along the newer portion.
- Columbus 2020 and MORPC are working to formalize the competitive advantage project for the region.
- The third Thursday luncheon this week will feature Bob Lamb (Economic Development Director) and Mike Frommer (Director Sanitary Engineering and Development) as the speakers.

Commissioner Lewis

- The opening of Sawmill Parkway took place on Thursday. Many thanks to everyone who worked on the project.
- Budget hearing will start tomorrow.

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RESOLUTION NO. 16-1168

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR COLLECTIVE BARGAINING:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 9:47 AM.

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

RESOLUTION NO. 16-1169

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 11:10 AM.

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

RESOLUTION NO. 16-1170

IN THE MATTER OF RECOGNIZING PATTY LYONS FOR HER YEARS OF SERVICES AS A DELAWARE BOARD OF COMMISSIONERS’ REPRESENTATIVES TO THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, Patty Lyons began her service as a Delaware County Board Of Developmental Disabilities Board Member in July 2006; and

WHEREAS, Patty Lyons’s accomplishments during her terms include:

- Serving as Board Secretary in 2009
- Initial logo development and the recent evolution of the logo
- Participating in the EI Core Team Committee and development of the Pilot Project
- Advocating for PDN services at the state level on behalf of families impacted by changes in the service
- Advocating for nursing to be added as an Individual Options Waiver service
- Testifying at the Senate Financial Hearings
- Participating in the development of the strategic plan; and

WHEREAS, during her years of service on the Board, Patty was a passionate and dedicated advocate for the individuals and families the Delaware County Board Of Developmental Disabilities Serves;

THEREFORE the Board of Commissioners of Delaware County wishes to express its sincere appreciation for the contributions made by Patty Lyons as a Delaware Board Of Commissioners’ Representatives To The Delaware County Board Of Developmental Disabilities.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners