

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 22, 2017

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

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

**1**  
**RESOLUTION NO. 17-533**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 18, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on May 18, 2017; 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. 17-534**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0519, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0519 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0519:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0519, memo transfers in batch numbers MTAPR0519, Procurement Card Payments in batch number PCAPR0519 and Purchase Orders as listed below:

| PR Number | Vendor Name                   | Line Description  | Line Account    | Amount      |
|-----------|-------------------------------|---|-----------------|-------------|
| R1703638  | PELTON ENVIRONMENTAL PRODUCTS | SEPEX SLUDGE PUMP REPLACING OLD MOYNO PUMP                          | 66211903 - 5450 | \$10,700.00 |
| R1703673  | CARBON ENTERPRISES INC        | SAND FOR FILTERS AT ALUM CREEK                                      | 66211904 - 5201 | \$5,700.00  |
| R1703696  | M TECH COMPANY                | PORTABLE LATERAL AND MINI MAINLINE CAMERA USED TO CHECK SEWER LINES | 66211901 - 5450 | \$9,995.00  |
| R1703702  | TIMBERLAND TREE               | TREE CLEARING - LIBERTY SAWMILL                                     | 66711908- 5415  | \$70,420.00 |
| R1703706  | PULTEGROUP                    | RETURN OF UNUSED INSPECTION FEES: LIBERTY PARK PUMP STATION         | 66211902 - 5319 | \$10,974.75 |

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

**5**  
**RESOLUTION NO. 17-535**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The EMS Department is requesting that Aaron Jennings, Jen Cochran, and Shelly Gannon attend an Image Trend

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Implementation Training in Lakeville, Minnesota May 30-31, 2017, at the cost of \$2,350.00 (fund number 10011303).

The Code Compliance Department is requesting that Duane Matlack and Ric Irvine attend a Significant Changes to the 2012 IECC Seminar in Reynoldsburg, Ohio May 25, 2017, at no cost.

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

**6**

**RESOLUTION NO. 17-536**

**IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Intergovernmental Agreement Between The Delaware County Sheriff, The Delaware County Board Of Commissioners And The City Of Delaware;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves The Intergovernmental Agreement Between The Delaware County Sheriff, The Delaware County Board Of Commissioners And The City Of Delaware

**Intergovernmental Agreement: Use of Vehicles**

Section 1: Parties to the Agreement

This Agreement is made and entered into this 22<sup>nd</sup> day of May, 2017 by and between the Delaware County Sheriff, 149 North Sandusky Street, Delaware, Ohio 43015 and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the "County"), and the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015 (the "City"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2: Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The City desires to enter into a agreement with the County that allows Delaware County Sheriff to lend vehicles to the City, for the purpose of conducting drug investigations, and the County is willing and able to provide such services.

Section 3: Division of Responsibilities

The County will allow City to use vehicles assigned to the Sheriff's Office. City is solely responsible for insurance, repairs, and any and all non-routine costs that are either related or incidental to its use of the vehicles provided to it by County. In the event the City uses the same vehicle for 30 or more consecutive days, then it shall also be responsible for the routine maintenance of the vehicle.

Section 4: Compensation

The County and City acknowledge and agree that the service being provided is a proactive cooperative law enforcement inoperative venture. As such Parties agree that in the spirit of mutual aid and furtherance of justice no fees shall be incurred.

Section 5: Records

The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6: Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. 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.

Section 7: Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to

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address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8: Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the City within the meaning or application of any federal, state or local laws or regulations and vice versa .

Section 9: Equipment and Facilities

Each Party to this Agreement shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10: Insurance and Liability

Each Party shall, for the life of this Agreement , maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/ or hired vehicles used in providing the Services, used in connection with the Services, and/ or otherwise for the County with coverage in an amount equal to that required by law and covering all sums which the City may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000 .00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The City acknowledges that the availability of vehicles will be based on the needs of the Sheriff 's Office. As a condition of this Agreement, the City agrees to release the County from any liability or costs due to vehicles being unavailable to the City.

The City and County further agree, unless prohibited by the applicable insurance contracts, that whenever the vehicle is being used by City employees while engaged in activities directly related to the Drug Task Force, the County's insurance policy shall be primary. In all other cases where a City employee operates a County vehicle, City agrees that its insurance policy shall be primary.

Section 11: Miscellaneous Terms & Conditions

11.1. Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2. Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

11.3. Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

11.4. Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented . Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.5. Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

**7**  
**RESOLUTION NO. 17-537**

**RESOLUTION OF NECESSITY FOR THE PURCHASE OF ONE AUTOMOBILE FOR THE USE OF THE DELAWARE COUNTY SHERIFF’S OFFICE OR ITS EMPLOYEES:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of County Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to purchase motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Delaware County Sheriff has demonstrated a need for one (1) additional motor vehicle;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds that it is necessary to purchase one (1) SUV for use by the Sheriff’s Office or its employees, at an estimated cost not to exceed \$25,000.00.

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

**8**  
**RESOLUTION NO. 17-538**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF OFFICE:**

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

**Transfer of Appropriation**

| <b>From</b>                                       | <b>To</b>  |           |
|---|--|-----------|
| 28631338-5004<br>LEAP Forward Grant 2015/Overtime | 28631338-5450<br>LEAP Forward Grant 2015/Capital Equipment                       | 14,200.00 |
| 28631338-5004<br>LEAP Forward Grant 2015/Overtime | 28631338-5260<br>LEAP Forward Grant 2015/Inventoried Equipment                   | 772.85    |
| 28631338-5004<br>LEAP Forward Grant 2015/Overtime | 28631338-5315<br>LEAP Forward Grant 2015/Satellite, Cable, Internet and Aircards | 2,837.55  |

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

**9**  
**RESOLUTION NO. 17-539**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:**

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

|                                 |                                      |
|---------------------------------|--------------------------------------|
| Grant #                         | 2018 VAGENE445                       |
| Source:                         | VOCA- Ohio Attorney General          |
| Grant Period:                   | October 1, 2017 – September 30, 2018 |
| Federal Grant Requested Amount: | \$ 184,221.06                        |
| Local Match:                    | <u>\$ 46,055.27</u>                  |
| Total VOCA Grant Amount:        | \$ 230,276.33                        |
| Grant #                         | 2018 SAGENE445                       |
| Source:                         | SVAA- Ohio Attorney General          |
| Grant Period:                   | October 1, 2017 – September 30, 2018 |
| State Grant Requested Amount:   | \$ 2,106.01                          |
| Local Match:                    | <u>0.00</u>                          |
| Total SVAA Grant Amount:        | \$ 2,106.00                          |

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Total Grant Amount: \$ 232,382.33

The authorization of us to apply for this grant allows us to continue to employ our Victim Services Director, Victim Services Assistant, Civil Protection Order Specialist and Public Information Officer/Projects Coordinator. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

**10**

**RESOLUTION NO. 17-540**

**IN THE MATTER OF APPROVING THE AGREEMENT AND FIRST AMENDMENT BY AND BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY PROSECUTING ATTORNEY AND WEST, A THOMPSON RUETERS BUSINESS, FOR THE WEST ORDER FORM FOR CLEAR SERVICES:**

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

**FIRST AMENDMENT TO:**

- 1) **WEST ORDER FORM - CLEAR SERVICES**
- 2) **GENERAL TERMS AND CONDITIONS**

This First Amendment to 1) West Order Form - CLEAR Services, and 2) General Terms and Conditions – Thomson Reuters Legal Products and Professional Services (“First Amendment”) is entered into this 22<sup>nd</sup> day of May, 2017 by and between West Publishing Corporation, a Thomson Reuters Business (“West”), whose principal place of business is located at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, and the Prosecuting Attorney, Delaware, County, Ohio (“Prosecutor”), whose principal place of business is located at 140 North Sandusky Street, 3<sup>rd</sup> Floor, Delaware, Ohio 43015 (Board and Prosecutor collectively “Subscriber”)(individually “Party” and collectively “Parties”).

**WHEREAS**, the Parties entered into the Contract known as West Order Form – CLEAR Services (hereinafter “Contract”) dated May 22, 2017. By incorporation, the General Terms and Conditions – Thomson Reuters Legal Products and Professional Services (“West T&C”) was made a part of the Contract; and,

**WHEREAS**, the Parties agree to amend certain provisions of the Contract and West T&C (collectively “Amendments”); and,

**WHEREAS**, the Parties also agree to supplement the Contract and West T&C by the addition of certain provisions (“Supplement”).

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties agree to the following Amendments to the Contract:
  - A. The Sections entitled 1) “Enterprise Law Enforcement Subscribes,” 2) “CLEAR Batch Transactional,” 3) “CLEAR Window,” 4) “Subscriber Certification Section,” 5) “CLEAR Users, My Account Administrator and Authorized QuickView+ User,” 6) “CLEAR Fixed Rate Renewals,” and 7) “CLEAR Window Renewals” are deleted in their entirety and shall have no effect.
2. The Parties agree to the following Amendments to the West T&C:
  - A. The last sentence of the introductory section (“Other terms and conditions you incorporate into a purchase order or similar document shall not apply”) is deleted in its entirety and shall have no effect.
3. The Parties agree to Supplement the Contract by the addition of the following:
  - A. The “Additional Signature Page” in its entirety is by this reference hereby incorporated into and made a part of the Contract.
4. The Parties agree to Supplement the West T&C by the addition of the following:
  - A. **Authority.** The Board and Prosecutor are authorized by, including, but not limited to, R.C. § 307.51 to enter the Contract.
  - B. **Maximum Payment.** The maximum amount payable pursuant to this Contract is \$7,000.00. It is expressly understood and agreed that in no event shall the total amount paid to West under this Contract exceed the above stated maximum.
  - C. **Invoice.** Compensation shall be paid upon submission by West of a proper written invoice to the Prosecutor. The submitted invoice shall be approved by the Prosecutor prior to payment.

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A proper invoice shall be on West letterhead or a West invoicing statement clearly listing the word "Invoice" and include a sequential invoice number. Invoices shall be dated and list the proper name and address for West and include contact information for questions about the invoice. Invoices shall be itemized, show a detail of all services provided, including the date or date range when the services were provided, cost breakdown, and the total amount due.

The Subscriber shall pay invoices within thirty (30) days of receipt of a proper invoice. The date of the warrant issued in payment shall be considered the date payment is made.

Payment shall be made only after a proper invoice is received. Payment shall not be initiated by the Subscriber before a proper invoice is received. Defective invoices shall be returned to West noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

D. **Indemnification.** Notwithstanding any limitations of liability imposed by the Contract, West T&C, or any other documents incorporated by reference into either of the foregoing documents, West shall provide indemnification as follows:

- i. To the fullest extent of the law and without limitation, West agrees to indemnify and hold free and harmless the Subscriber and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to West's performance of the Contract or West's actions, inactions, or omissions including, but not limited to, the performance, actions, inactions, or omissions of any of West's boards, officers, officials, employees, volunteers, agents, servants and/or representatives. West agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that West 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. West further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that West shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.
- ii. West 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 grossly negligent or intentional actions of West or West's boards, officers, officials, employees, volunteers, agents, servants and representatives.

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

Prior to commencement of this Contract, West shall present to the Subscriber 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 West may or shall become legally obligated to pay as damages. West 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 Subscriber shall retain any and all such other and further rights and remedies as are available at law or in equity.

F. **Worker's Compensation Insurance.** West 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. West shall be responsible for any and all premiums for such policy(ies). Upon request, West shall promptly provide Subscriber copies of such policies of insurance.

G. **Waiver.** The waiver of any provision or requirement of the Contract, inclusive of the Contract, West T&C, the First Amendment, and all incorporated documents, or any occurrence of breach or default of this Contract is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other

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failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the Subscriber, any waiver shall be approved by the Prosecutor.

- H. **Independent Contractor.** West 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.

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

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

- I. **Independent Contractor Acknowledgement/No Contribution to OPERS.** Subscriber and Delaware County, Ohio (collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified West 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 West and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. West 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. As West has five (5) or more employees, West, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Independent Contractor Acknowledgement Form.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

- J. **Findings for Recovery.** West, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

- L. **Civil Rights.** West agrees that as a condition of this Contract, there shall be no discrimination against any client or any employee 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. It is further agreed that West will comply with any and all federal, state, and local laws prohibiting such discrimination and a right to and method of appeal will be made available. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

- M. **Accessibility to Disabled/Handicapped.** West agrees as a condition of this Contract to make all services provided pursuant to this Contract accessible to disabled/handicapped persons. West further agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

- N. **Drug Free Environment.** West agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. West shall make

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a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- O. **Campaign Finance – Compliance with R.C. § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of R.C. § 3517.13. West, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13” (“Certificate”) Failure to complete and submit the Certificate with the Contract will prohibit the Subscriber from entering, proceeding with, and/or performing the Contract. Such Certificate is attached to this First Amendment as “Exhibit A” and by this reference is made a part of the Contract.
- P. **Notices.** All notices, consents, and/or other communications which may or are required to be given by the Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, or via email, confirmation of delivery, to the following individuals at the following addresses and shall be effective when sent or transmitted:

**Subscriber:**

Nicole Ford  
Office Manager  
Delaware County Prosecuting Attorney’s Office  
140 North Sandusky Street, 3<sup>rd</sup> Floor  
Delaware, Ohio 43015

Email: [nford@co.delaware.oh.us](mailto:nford@co.delaware.oh.us)

West:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

- Q. **Term, Termination.** The following reason for termination is added to those listed in Section 10:  
  
“(h) the Subscriber may terminate this Contract at any time upon any failure to appropriate funds necessary to satisfy its obligations under this Contract. Upon such failure to appropriate, the Subscriber shall immediately notify West in writing of such event and specify the date upon which the Contract will terminate, which shall be no less than thirty (30) days. West 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.”
- R. **Competitive Bidding Not Required.** Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. The Subscriber does not desire to competitively bid this Contract.
- S. **Subcontracting.** West may subcontract for the services provided under this Contract without the prior written consent of the Subscriber. If services are subcontracted, West shall continue to act as the prime contractor for all subcontracted services and shall assume full responsibility for the performance of the services. West will remain the sole point of contact and shall be ultimately responsible for the performance of the services.
- T. **Drafting.** This Contract, inclusive of the Contract, West T&C, the First Amendment, and all incorporated documents, shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- U. **Headings.** The subject headings of the paragraphs in the Contract, inclusive of the Contract, West T&C, the First Amendment, and all incorporated documents, are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.



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- V. **Severability.** The provisions of the Contract, inclusive of the Contract, West T&C, the First Amendment, and all incorporated documents, 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.
- W. **Counterparts.** This Contract may be executed in counterparts.
- X. **Entire Contract.** This Contract, inclusive of the Contract, West T&C, the First Amendment, and all incorporated documents, (and their 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.
- Y. **Signatures.** Any person executing the Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

5. Signatures

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

6. Conflicts

In the event of a conflict between the First Amendment and the Contract, inclusive of the Contract, West T&C, and all incorporated documents, the First Amendment shall prevail.

7. Terms of Contract Unchanged

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

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

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator  
 -Code Compliance reported that residential permits have gone up 23% since last year. Commercial permits have declined 13% since last year (remembering that last year's permits included the Simon/Tanger Outlet Mall)  
 -Attended the Emergency Medical Services awards banquet yesterday. It was well done. Congrats to those who earned awards

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
 -Attended the Armed Forces Day Friday at the Villa Milano.

Commissioner Lewis  
 -Received a request from Kassie Neff to have a letter of support to go along with a grant that the Delaware County Sheriff's office and the Mental Health & Recovery Services Board are applying for together

Commissioner Benton  
 -The Arts Festival was this past weekend  
 -There will be a delegation from Pakistan and India visiting on Wednesday

**RESOLUTION NO. 17-541**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9:42 AM.

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

**RESOLUTION NO. 17-542**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to adjourn out of Executive Session at \_\_\_\_\_ AM.

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

**RESOLUTION NO. 17-543**

**IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR THE CRIMINAL JUSTICE AND BEHAVIORAL HEALTH LINKAGE PROJECTS APPLICATION FOR FUNDING AVAILABLE THROUGH THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES:**

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

May 22, 2017

Steve Hedge, Executive Director  
Delaware-Morrow Mental Health & Recovery Services Board  
40 N. Sandusky Street, Suite 301,  
Delaware, OH  
740-368-1740

Re: Grant # MHA-18-19-TRS-009-CJS

Dear Executive Director Steve Hedge,

The Delaware County Board of Commissioners are pleased to support the Criminal Justice and Behavioral Health Linkage Projects application for funding available through the Ohio Department of Mental Health and Addiction Services. The application seeks funding to expand pre and post release services in the Delaware County Jail through the Delaware-Morrow Mental Health Recovery Services Board (DMMHRSB). Through the Stepping Up Initiative, Delaware County strengthens local strategies to implement core services to address behavioral health, criminogenic, and environmental factors for justice-involved persons with mental illness and substance use disorders.

Delaware County has experience working with the DMHRSB and/or the Delaware County Sheriff's Office with the support of Commissioner's Stepping Up resolution No. 15-1438, participation in the Sequential Intercept Mapping and Action planning workshop, involvement in the Stepping Up executive Planning Team, and national Stepping Up efforts and overall support. The County has a strong commitment to reducing recidivism as evidenced by the work of the Delaware County Reentry Task Force and the Delaware County Community Corrections Planning Board.

The Delaware County Board of Commissioners fully supports partnerships that addresses the needs of individual with mental illness and/or substance use disorder involved in the criminal justices system, while incarcerated and/or upon their return to the community.

Thank you for your consideration.

Sincerely,

\_\_\_\_\_  
Barb Lewis  
Commissioner

\_\_\_\_\_  
Jeff Benton  
Commissioner

\_\_\_\_\_  
Gary Merrell  
Commissioner

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

**10:30 AM Work Session  
-Delaware County Board of Elections**

**RESOLUTION NO. 17-544**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

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

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

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

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

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

\*Commissioner Benton left prior to the vote out of executive session was taken due to a prior commitment.

**RESOLUTION NO. 17-545**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 12:15 PM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners