

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 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. 17-594**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 8, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 8, 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. 17-595**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0609:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0609 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1703890	BECKMAN ENVIRONMENTAL SERVICES INC	HIGH TIDE COMMUNICATION UNITS	66211903-5260	\$7,450.00
R1703889	HYDRO CONTROLS INC	EQUIPMENT PARTS - HYDRO GATE BEARINGS	66211903-5201	\$6,300.00
R1703887	AMERICAN TRAINCO INC	BASIC ELECTRICITY TRAINING FOR STAFF DEVELOPMENT	66211901-5305	\$9,900.00
R1703873	NORTHWESTERN OHIO SECURITY SYS INC (line 1)	Facilities Department CAMERA EQUIPMENT	10011105-5201	\$3,275.61
R1703873	NORTHWESTERN OHIO SECURITY SYS INC (line 2)	LABOR TO INSTALL EQUIPMENT	10011105-5328	\$920.00
R1703873	NORTHWESTERN OHIO SECURITY SYS INC (line 3)	LIFT RENTAL	10011105-5335	\$1,857.14
R1703873	NORTHWESTERN OHIO SECURITY SYS INC (line 4)	FREIGHT	10011105-5331	\$68.79
R1703907	CONTINENTAL OFFICE ENVIRONMENTS	FURNITURE FOR NEW COURTHOUSE	40411414-5410	\$676,546.55
R1703910	EPS	DVR FOR NEW COURTHOUSE	40411414-5410	\$31,235.22
R1703909	SECURE TECH SYSTEMS INC	PANIC BUTTON SYSTEM FOR NEW COURTHOUSE	40411414-5410	\$21,000.00

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

R1703905 BLUES AUTO SERVICE INC REPAIRS 60111901- \$7,039.38  
5370

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

**5**

**RESOLUTION NO. 17-596**

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

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

The Court of Common Pleas is requesting that Lorrie Sanderson and Jarrod Burton attend the 18<sup>th</sup> Annual Line Officers Training Institute from June 15-16, 2017 in Columbus, Ohio at the cost of \$350.00 (fund number 25622303).

The Commissioners Office is requesting that Karen First attend a DATA Analysis training in Columbus, Ohio June 27, 2017, at the cost of \$648.00 (fund number 10011102).

The Commissioners Office is requesting that Commissioner Benton attend the MODE: Organizational Structures & Funding Program in Columbus, Ohio on June 16, 2017, at no cost.

The Code Compliance Department is requesting that Duane Matlack and Ric Irvine attend an Integrating Carbon Monoxide Systems with Fire Alarm Systems Seminar in Reynoldsburg, Ohio June 14, 2017 at no cost.

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

**6**

**RESOLUTION NO. 17-597**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF APRIL 2017:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for April 2017;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of April 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

**7**

**RESOLUTION NO. 17-598**

**IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS FOR THURSDAY AUGUST 10, MONDAY AUGUST 21, AND MONDAY AUGUST 28, 2017:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Commissioners' Sessions for Thursday August 10, Monday August 21, And Monday August 28, 2017.

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

**8**

**RESOLUTION NO. 17-599**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH LIGHTING RESOURCES LLC FOR DISPOSAL OF DECOMMISSIONED UV AND FLUORESCENT BULBS:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Lighting Resources LLC to perform

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Lighting Resources LLC:

**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
SERVICES AGREEMENT**

This Agreement is made and entered into this 12th day of June, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Lighting Resources LLC 498 Park 800 Dr. Greenwood, IN 46143 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide "Services" in connection with the following "Project":  
*Disposal of decommissioned UV and fluorescent bulbs*
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
*Exhibit A*

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be N/A
- 4.3 Total compensation under this Agreement shall not exceed \$5,000.00 without subsequent modification
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Marshall Yarnell  
Address: 10333 Olentangy River Rd. Powell, Ohio 43065  
Telephone: 614-436-7999  
Email: myarnell@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Britni Bibles  
Address of Firm: 498 Park 800 Dr.  
City, State, Zip Greenwood, IN 46143

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

Telephone: 317-888-3889  
Email: britni.bibles@lightngresourcesinc.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the Services in accordance with the Proposal.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents,

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 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.
- 14.5 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.
- 14.6 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 to be effective and to be complied with.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017

- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: 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 Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 14.12 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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

**9**  
**RESOLUTION NO. 17-600**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO ATTORNEY GENERAL – VICTIMS OF CRIME ACT FOR THE VICTIM SERVICES PROGRAM AND THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:**

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

Grant #                      VOCA – Victim Services  
Source:                      Ohio Attorney General – Victims of Crime Act  
Grant Period:              10/01/2017 – 09/30/2018

Grant (VOCA) Amount:    \$79,781.91  
Grant (SVAA) Amount:    \$22,224.46

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

Local Cash Match: \$15,000.48  
 Local In-Kind Match: \$3,956.00  
 Total Grant Amount: \$120,962.85

The Victim Services program was established for the Delaware County Juvenile Court in 1987 to provide information and support for victims of juvenile crime and to ensure that case related decisions include greater consideration for the victim. The program is committed to providing services and support to victims by informing them of their rights, providing information regarding the Court’s legal process, attending court hearings with or on behalf of the victim, arranging support for personal and emotional needs, and attempting to help recover any financial losses. Delaware County continues to experience one of the fastest growth rates in the nation, with a 78.6% population increase from 109,992 in 2000 to 196,463 in 2016. Over 27% of that population is under age 18. From October 1, 2015 to September 30, 2016, there were nearly 200 reported victims of juvenile crime in Delaware County referred to the Victim Services Program. The Delaware County Juvenile Court Victim Services Program is the only agency that serves victims of juvenile crime in Delaware County. Since 2015, the court has been successful in closing more than 100 open restitution cases and returning nearly \$10,000 to victims of juvenile crime.

Grant # VOCA – Court Appointed Special Advocate  
 Source: Ohio Attorney General – Victims of Crime Act  
 Grant Period: 10/01/2017 – 09/30/2018

Grant (VOCA) Amount: \$269,967.32  
 Grant (SVAA) Amount: \$1,918.00  
 Local Cash Match: \$4,320.00  
 Local In-Kind Match: \$50,537.48  
 Total Grant Amount: \$326,742.80

CASA provides a voice for the child victim. Victims, especially children, are often ignored, and can fall through the cracks during their involvement in the child welfare and judicial system. CASA advocates are the eyes and ears of the court, and fight for the best interests of the child victims. Research shows that the children served by a CASA are placed in safe and permanent home sooner, are less likely to spend time in long-term foster care, receive a higher number of court-ordered services, and are more likely to be adopted.

The one common factor most likely to predict the success of at-risk children in the presence of at least one consistent, concerned adult in their life. In Delaware and Union counties, this consistent, concerned adult can be a trained and knowledgeable CASA volunteer advocate. Almost all CASA cases have one consistent advocate throughout the life of the case. Volunteers are asked to advocate for the child through the entire time the child is in the child welfare system, from a preliminary shelter care hearing to permanency, whether that is reunification, legal custody to a relative, or adoption. The average length of a child welfare case is 18 months, and Delaware County volunteers average a service time of 36 months. This consistency is only possible through continued training and support by CASA staff. In this grant cycle the expected outcome measurements include: 20 new volunteers serving Delaware and Union Counties, 100% of CASA volunteers participate in monthly in-service trainings, 5 CASA Volunteers will be serving the aging out population as a Fostering Futures CASA/Mentor, 90% of children will be safe while under court jurisdiction, 80% of children will live in a permanent, safe family home when their case is closed.

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

**10**

**RESOLUTION NO. 17-601**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF APPLICATIONS TO THE DEPARTMENT OF YOUTH SERVICES FOR HOUSE BILL 153 FUNDING, COMPETITIVE RECLAIM AND RECLAIM FOR DELAWARE COUNTY JUVENILE AND PROBATE COURT:**

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

Grant # HB 153  
 Source: Department of Youth Services  
 Grant Period: 07/01/2017 – 06/30/2018

Grant Amount: \$24,098.00  
 Local Cash Match: \$00.00  
 Total Grant Amount: \$24,098.00

House Bill 153 funding is to be used for the enhancement of court programs. In the proposal for these funds, it is the Court’s intention to use these funds to enhance supervision probation services that meet the requirements of behavioral change programming, implement a new county program that meets the requirements of behavioral change programming, and improve staff and/or systemic efficiencies. The Court would like to send staff to the August Training Institute at the University of Cincinnati Corrections Institute. The Court has recently experienced some staff turnover and reallocated some responsibilities. In particular, the Court has asked certain staff to work with challenging populations of youth. Therefore, staff could benefit from the specific trainings offered at the August Training Institute. The Court has also request the probation and intake staff to be trained on the Carey Guides. The Carey Guides were developed based upon the research on cognitive behavioral interventions, social learning theory, effective risk reduction strategies, and the specific subject matter of the guides which includes: antisocial thinking, antisocial associates, problem solving, motivation, impulse control, female offenders, substance abuse, case management, etc. The Carey Guides are designed to guide an officer’s interaction with a youth under the Court’s supervision to create behavioral change.

Grant # Competitive RECLAIM



**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

Source: Department of Youth Services  
Grant Period: 07/01/2017 – 06/30/2020

Grant Amount: \$272,135.00  
Local Cash Match: \$00.00  
Total Grant Amount: \$272,135.00

The Competitive RECLAIM request is to implement the Effective Practices in Community Supervision (EPICS) model created by the University of Cincinnati Corrections Institute to be provided by the Court’s probation department and the principles of Functional Family Therapy to be provided by the Court’s Family Advocate Program. The funding for these programs will allow for the Court to provide evidence based services to moderate and high risk offenders on probation supervision.

Grant # DYS - RECLAIM  
Source: Department of Youth Services  
Grant Period: 07/01/2017 – 06/30/2018

Grant Amount (RECLAIM):\$369,777.21  
Grant Amount (BASE): \$245,357.00  
Local Cash Match: \$0.00  
Total Grant Amount: \$615,134.21

The DYS RECLAIM funding currently supports three departments of the Court; family advocates, intake/diversion, and probation. This recent proposal required the restructuring of the DYS funded programs, moving all of them to evidence based practices and requiring quality assurance measures to be implemented. This funding will support ten court programs, which employ ten full time staff and five part time staff. The amount of this funding is based on a base allocation and a variable allocation determined by the number of DYS bed days used by the Delaware County Juvenile Court.

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

**11**

**RESOLUTION NO. 17-602**

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE COUNTY, OHIO AND UNION COUNTY, OHIO ON A JOINT COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM:**

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

Whereas, the County Juvenile/Probate Court Judge and Staff recommend approval Of The Memorandum Of Understanding Between Delaware County, Ohio And Union County, Ohio On A Joint Court Appointed Special Advocate (CASA) Program:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve The Memorandum Of Understanding Between Delaware County, Ohio And Union County, Ohio On A Joint Court Appointed Special Advocate (CASA) Program:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN DELAWARE COUNTY, OHIO AND UNION COUNTY, OHIO  
ON A JOINT COURT APPOINTED SPECIAL ADVOCATE (CASA) PROGRAM**

This Memorandum of Understanding (“MOU”) is entered this 12<sup>th</sup> day of June, 2017 by and between the Board of Commissioners, Delaware County, Ohio (“Delaware Board”), whose principal place of business is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Probate/Juvenile Court (“Delaware Juvenile Court”) whose principal place of business is 140 North Sandusky Street, Ground Floor, Delaware, Ohio, 43015, the Board of Commissioners, Union County, Ohio (“Union Board”), whose principal place of business is 233 West Sixth Street, Marysville, Ohio 43040, and the Union County, Ohio Probate/Juvenile Court (“Union Juvenile Court”) whose principal place of business is 215 W. Fifth Street, Marysville, Ohio, 43040 (individually “Party” and collectively “Parties”).

**PRELIMINARY STATEMENTS**

**WHEREAS**, the Delaware Juvenile Court currently operates a Court Appointed Special Advocate Program (“CASA Program”); and,

**WHEREAS**, as a part of the CASA Program, the Delaware Juvenile Court operates a joint CASA Program in Union County with the Union Juvenile Court; and,

**WHEREAS**, the Delaware Juvenile Court is willing to continue this joint CASA Program; and,

**WHEREAS**, the Union Juvenile Court desires to continue the joint CASA Program with Delaware Juvenile Court and utilize Delaware County CASA Program/Delaware Juvenile Court employees and volunteers in various cases on the Union Juvenile Court docket; and,



**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

**WHEREAS**, the participation in this MOU must be approved by both the Delaware Board and the Union Board.

**MEMORANDUM OF UNDERSTANDING**

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration contained herein, it is agreed as follows:

**1. PURPOSE**

The purpose of this MOU is to state the covenants and conditions under which the Delaware Juvenile Court shall maintain and operate the joint CASA Program at the Union Juvenile Court.

**2. TERM**

The term of this MOU shall begin on the date that the last Party signs this MOU and continue until and through December 31, 2018, unless earlier terminated pursuant to the provisions of this MOU.

**3. RENEWAL**

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

**4. SCOPE OF SERVICES**

The Delaware Juvenile Court has established and currently operates a CASA Program. The Delaware Juvenile Court, as a part of the CASA Program and in cooperation with the Union Juvenile Court, operates and maintains a joint CASA Program at the Union Juvenile Court. The Parties agree to continue the joint CASA Program.

The Parties shall have the following responsibilities and/or provide the following in connection with the joint CASA Program:

**A. Union Juvenile Court.** The Union Juvenile Court shall cooperate with the Delaware Juvenile Court CASA Program in the following manner and provide the following:

1. Identify specific cases to which a CASA volunteer shall be appointed and make appointments as necessary.
2. Participate in the training of CASA volunteers.
3. Swear-in CASA volunteers upon completion of pre-service training.
4. Encourage and facilitate the cooperation of the Court staff and officers with CASA Program staff and volunteers.
5. Terminate CASA volunteer involvement with cases as necessary.
6. Provide, including, but not limited to, office space, supplies, recruitment materials, and other non-office supplies as needed for the Union County CASA Manager and the joint CASA Program.
7. Provide other general support for the CASA Program staff and/or volunteers.
8. Coordinate regularly with the CASA Program staff and other members of the Delaware Juvenile Court staff regarding issues that arise in the effectuation of the joint CASA Program.

**B. Delaware Juvenile Court.** The Delaware Juvenile Court/Delaware CASA Program shall:

1. Provide CASA Program employees and staff.
2. Recruit CASA volunteers in both Delaware and Union Counties. The CASA Case Manager in Union County will assist in recruiting CASA volunteers in Union County.
3. Employ and house the CASA Coordinator, an Assistant CASA Coordinator, and other CASA staff.
4. Employ a CASA Program Case Manager to work in Union County.
5. Train each CASA volunteer in each county in the skills needed to adequately fulfill their role as a CASA volunteer. This will involve 40 hours of pre-service training using the National CASA Association curriculum.
6. Coordinate the 12 in-service hours of CASA training as required by the National CASA Association Standards.
7. Annually certify for each Court that each trained CASA volunteer has complied with Rule 48 of the Rules of Superintendence for the Courts of Ohio.
8. Assign CASA volunteers to cases referred to the CASA Program by the Union Juvenile Court that have arisen from complaints that allege abuse, neglect and/or dependency of a child.

**5. CASA PROGRAM EMPLOYEES AND VOLUNTEERS**

All CASA Program employees, including the CASA Case Manager in Union County, shall be and remain employees of the Delaware Juvenile Court/Delaware County CASA Program and shall report to the CASA Coordinator in Delaware County. The Delaware Juvenile Court/Delaware County CASA Program shall be solely responsible for supervision of and all employment decisions related to CASA Program employees, including, but not limited to, setting and paying compensation, including benefits, supervision, and discipline, up to and including, termination.

All CASA Program volunteers shall be and remain volunteers of the Delaware Juvenile Court/Delaware County CASA Program. The Delaware Juvenile Court/Delaware County CASA Program shall be responsible for supervision of all CASA Program volunteers, including, but not limited to, discipline, dismissal, and/or resignation of a CASA

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

Program volunteer.

**6. MEETINGS**

Not less often than quarterly, but as often as needed, the Parties shall meet at a mutually agreeable place and time to review the MOU and CASA Program. The status of the CASA Program shall be discussed at such meeting. The Parties shall also determine whether any changes or modifications to this MOU are needed and, if so, what changes or modifications are needed and how those changes or modifications should be made.

Notwithstanding the foregoing, within thirty (30) days of the occurrence of any of the following events, the Parties shall meet and review the MOU and CASA Program to determine whether changes or modifications to the MOU or CASA Program are needed:

- When the Administrative Judge of the Court of either County (“Judge”) retires, resigns, or is otherwise replaced in office.
- Either Court ceases to operate the CASA Program.
- Either Court requests a meeting outside of the quarterly meeting.

**7. FUNDING**

Funding for the CASA Program shall be derived from grant funding of various sources. The Delaware Juvenile Court has secured grant funding for the initial term of this MOU. Those known funding sources include the State Victims Assistance Act Grant (SVAA), the Victims of Crime Act Grant (VOCA), National CASA, Ohio CASA, and other like organizations/grant funding sources. The Delaware Juvenile Court/Delaware Board shall only use grant funds or funds other than Delaware County funds to fund the CASA Program.

The Union Juvenile Court/Union Board shall have no additional independent funding responsibilities other than those in-kind contributions required to satisfy the requirements in Section 4 (Scope of Services) of this MOU.

Notwithstanding the foregoing and in the event of a shortfall of grant or other outside funds to operate the CASA Program, which is not anticipated for the initial term of this MOU, the Parties agree to the following:

1. As soon as the CASA Coordinator becomes aware of a possible shortfall, the CASA Coordinator shall generate reports that state the total number of CASA cases in each Court and provide that report to the Judge of each respective Court. The total number of CASA cases in either Court includes all CASA cases open and active at any specific time during the term of this MOU.
2. After review of that report, the Judges will determine how much of the shortfall will be funded by either Court.
3. Unless otherwise agreed, each Court shall pay its pro rata share of the shortfall. The shortfall shall be allocated between the Courts in proportion to the number of open cases in which a CASA volunteer was appointed in each Court. Payments of any shortfall shall be approved separately from this MOU.

**8. CONSIDERATION**

The Parties agree that the goods provided and/or services performed pursuant to this MOU are good and valuable consideration and that this MOU is supported by sufficient good and valuable consideration. The Parties agree not to challenge this MOU on the basis of a lack of consideration.

**9. DISPUTE RESOLUTION**

The Parties recognize that litigation can be an expensive and resource-consuming process for resolving disputes. Therefore, the Parties agree that if any controversy or dispute arises out of or relates to this MOU, the Parties shall refer the dispute to the Judges to decide. The decision of the Judges shall be final.

**10. ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice from either Court or whomever either Court appoints, and as often as either Court deems necessary, each Court shall make available all books, records, documents, papers, contracts, subcontracts, invoices, receipts, reports, statements, and all other information or data relating to the CASA Program and/or this MOU (collectively “Documents”). The Court or its appointee shall be permitted by the other to inspect, audit, make excerpts, photo copies, and/or transcripts of any and all such Documents. Each Court shall redact any privileged or confidential information, and shall in no circumstance release information in contravention of the Ohio Revised Code, the Ohio Administrative Code, the Rules of Superintendence for the Courts of Ohio, or the Rules of Juvenile Procedure.

**11. RETENTION OF RECORDS**

Each Court and the CASA Program shall retain and maintain all Documents related to this MOU or a case to which a CASA volunteer is appointed for a minimum of three (3) years after the termination of this MOU or the termination of each case to which a CASA volunteer was assigned, whichever is later. If an audit, litigation, or other action (collectively “Action”) is initiated during the term of this MOU or the retention period, the Court and/or the CASA Program shall retain and maintain such Documents until the Action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

**12. TERMINATION**

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

This MOU may be terminated as follows:

A. Termination for Convenience

Either Party may terminate this MOU at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

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

B. Breach or Default

Upon breach or default of any of the provisions, obligations, responsibilities, or duties embodied in this MOU, 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 within the specified time period, this MOU may, at the election of the aggrieved Party, be immediately terminated.

Termination of this MOU shall relieve the Parties of any further obligations, responsibilities, or duties under this MOU, except that in anticipation of or upon termination, for any reason, the Parties shall:

- Immediately, but no later than the date of termination, relinquish to the Delaware County CASA Program (Delaware Juvenile Court) all fiscal agent responsibilities.
- Immediately, but no later than the date of termination, relinquish, provide, return, or tender to the Delaware County CASA Program (Delaware Juvenile Court) all Delaware County CASA Program or Delaware Juvenile Court property and information. If such property or information is of a kind or nature that cannot be physically returned, provide access to such property or information.
- Cooperate with the Delaware County CASA Program (Delaware Juvenile Court) or its designee to wind up all interests, financial or otherwise, including coordination with Ohio CASA and National CASA.

The Parties, without limitation, retain, reserve, and may exercise any available administrative, contractual, equitable or legal actions or remedies.

**13. WAIVER**

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 actions or remedies. If either Party fails to perform an obligation or obligations under this MOU 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 endorsed by the Judge of each Court.

**14. INDEPENDENT CONTRACTOR**

The Parties agree that they shall act in performance of this MOU as independent contractors. 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 MOU.

Each Party for its own employees 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 or pursuant to this MOU.

Neither Party nor or its officers, officials, employees, representatives, agents, and/or volunteers are entitled to any benefits enjoyed by employees of the other Party.

**15. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS**

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this MOU.

**16. INSURANCE**

Each Party shall carry and maintain throughout the life of this MOU such general liability and vehicle insurance as will protect it and the Parties against any and all claims for personal injury, including death, loss of moneys/funds, or property damage, which may arise out of or result from the performance of or operations under this MOU 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 MOU, each Party shall present to the other Court current certificates of insurance and shall maintain current, without lapse, such insurance during and throughout the entire term of this MOU. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall provide coverage in an amount that is both standard in the industry and/or is required by law and adequate to protect each Party against any and all liability or damages arising from this MOU. Each Party shall be responsible for any and all premiums for such policy(ies).

**17. WORKERS' COMPENSATION INSURANCE FOR CASA STAFF**

Each Party shall, as applicable, carry and maintain, throughout the life of this MOU, Worker's Compensation

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

Insurance as required by Ohio law and any other state in which work will be performed. Each Party shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the MOU either Party may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

**18. AUDIT**

Each Party agrees, if required by the other Party, to have conducted an independent audit of the CASA Program. The requesting Party shall be responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to the other Court and the CASA Program without costs to either receiving Party. Each Party agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this MOU or the CASA Program.

**19. CONFLICT OF INTEREST**

No personnel of either Party shall, prior to the termination of this MOU, voluntarily acquire any interest, direct or indirect, personal or otherwise, which is incompatible or in conflict with the discharge or fulfillment of his or her functions, duties, and/or responsibilities in connection with this MOU. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this MOU shall immediately disclose his or her interest to the other Party and CASA Program in writing. Thereafter, he or she shall not participate in any action in connection with this MOU unless the Parties shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest or that of the CASA Program.

**20. NOTICES**

All notices, consents, and/or other communications which may or are required to be given by this MOU 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, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

**Delaware Juvenile Court:**

Katie Stenman, Court Administrator  
140 North Sandusky Street  
Delaware, Ohio 43015  
Phone: (740) 833-2663  
Facsimile: (740) 833-2589  
Email: [kstenman@co.delaware.oh.us](mailto:kstenman@co.delaware.oh.us)

**Union Juvenile Court:**

Jennifer Griffith, Court Administrator  
215 W. Fifth Street  
Marysville, Ohio 43040  
Phone: (937) 645-3029  
Facsimile: (937) 645-3160  
Email: [jgriffith@co.union.oh.us](mailto:jgriffith@co.union.oh.us)

**21. CERTIFICATION REGARDING FINDINGS FOR RECOVERY**

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

\_\_\_\_\_  
Katie Stenman, Delaware Juvenile Court  
Court Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Griffith, Union Juvenile Court  
Court Administrator

\_\_\_\_\_  
Date

**22. DRUG FREE/SMOKE FREE ENVIRONMENT**

The Parties agree 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 Parties shall make a good faith effort to ensure that all of its employees and volunteers 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. COUNTY POLICIES**

The Parties shall be bound by, conform to, comply with, and abide by all current applicable County policies applicable to the County where they are employed.

All CASA Program employees and volunteers shall be bound by, conform to, comply with, and abide by all current applicable Delaware Juvenile Court policies ("Court Policies") and Delaware County policies ("County Policy"). Court Policies are available upon request. Copies of County Policy are available upon request or online at:

<http://www.co.delaware.oh.us/index.php/policies>.

The Delaware Juvenile Court and Delaware County respectively reserve the authority to change, amend, replace, enact, repeal, and/or rescind Court Policy and County Policy at any time and without notice.

**24. COMPETITIVE BIDDING NOT REQUIRED**

Consistent with R.C. § 307.86 and the requirements of such statute, this MOU is not required to be competitively bid.

**25. ASSIGNMENT**

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017

Neither Party shall assign any of its rights or obligations under this MOU to any other person or entity.

**26. AUTHORITY**

The Parties are authorized by R.C. §§ 9.482 and 307.15 (shared services) to enter this MOU.

**27. SUBCONTRACTING**

Neither Party shall subcontract any portion of this MOU.

**28. NON-DISCRIMINATION/EQUAL OPPORTUNITY/CIVIL RIGHTS**

In fulfilling the obligations and duties of this MOU, the Parties certify and agree as follows:

1. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
2. The Parties shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

The Parties shall ensure that all applicants are hired and that employees are treated during employment without regard to any of the above listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating that they comply with all applicable federal and state non-discrimination laws.

**29. DRAFTING**

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

**30. HEADINGS**

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

**31. GOVERNING LAW/VENUE**

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard in the courts of Delaware County, Ohio, by a judge appointed by the Supreme Court of Ohio. Each Party hereby irrevocably consents to such venue and jurisdiction.

**32. SEVERABILITY**

The provisions of this MOU 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.

**33. ENTIRE AGREEMENT**

This MOU (and its 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.

**34. COUNTERPARTS**

This MOU may be executed in counterparts.

**35. SIGNATURES**

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

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

**12**

**RESOLUTION NO. 17-603**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:**

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

Whereas, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement with The Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

Therefore Be It Resolved, that The Delaware County Board of Commissioners approve the agreement with The

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

**AGREEMENT FOR TRUANCY OFFICER**

This Agreement for Truancy Officer (“Agreement”) is entered into this 12<sup>th</sup> day of June, 2017 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “County”), and the Board of Education of the Educational Service Center of Central Ohio (“ESC”), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually “Party”, collectively “Parties”).

**PREAMBLE**

- A. **WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. **WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. **WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. **WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. **WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

**1. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

**2. AUTHORITY**

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

**3. STATEMENT OF WORK**

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer (“Officer”) for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively “Schools”).

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of parents, guardians, and/or other responsible persons to cause a child’s attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

**4. COMPENSATION FOR SERVICES**

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

**\$69,363.00**

The above amount shall be payable to the Court on or before October 31, 2017. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

**5. TERM**

This Agreement shall be effective July 1, 2017 through June 30, 2018.

**6. RENEWAL**

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

**7. TERMINATION**

This Agreement may be terminated as follows:

**A. Convenience:**

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

**OR**

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

**B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, 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 within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

**8. WAIVER**

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement 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 Agreement and such failure(s) is (are) waived by the other Party, such waiver shall



**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

**9. NO FUTURE COMMITMENT**

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer beyond the term of this Agreement or any termination of this Agreement.

**10. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS**

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

**11. AMENDMENTS**

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

**12. NON-DISCRIMINATION**

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

**13. ACCESSIBILITY**

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and 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.

**14. DRUG FREE ENVIRONMENT**

The Parties agree 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. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**15. CERTIFICATION REGARDING FINDINGS FOR RECOVERY**

ESC, 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.

\_\_\_\_\_  
Tom Goodney  
Superintendent

\_\_\_\_\_  
Date

**16. COURT AND COUNTY POLICIES**

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies (“Court Policy”) and Delaware County policies (“County Policy”). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, notwithstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

**17. NOTICES**

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017

---

registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

**Court and Board:**

Karen Wadkins  
Fiscal Coordinator  
Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43015

Facsimile: (740) 833-2599  
Email: [kwadkins@co.delaware.oh.us](mailto:kwadkins@co.delaware.oh.us)

**ESC:**

Tom Goodney  
Superintendent  
Educational Service Center of Central Ohio  
2080 Citygate Drive  
Columbus, Ohio 43219

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

**18. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

**19. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**20. DRAFTING**

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

**21. HEADINGS**

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

**22. ENTIRE AGREEMENT**

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

**23. COUNTERPARTS**

This Agreement may be executed in counterparts.

**24. SIGNATURES**

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

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

**13**

**RESOLUTION NO. 17-604**

**IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO MOODY ROAD, INCLUDING THE FURNISHING AND INSTALLING OF BOX CULVERTS; AND APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR BOX CULVERT SUPPLY CONTRACT 2017-09;**

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



**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

**14****RESOLUTION NO. 17-605**

**IN THE MATTER OF APPROVING THE PIPELINE RELOCATION AND REIMBURSEMENT  
AGREEMENT BY AND BETWEEN COLUMBIA GAS OF OHIO, INC. AND DELAWARE COUNTY:**

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

Whereas, the County Engineer recommends approving the Pipeline Relocation and Reimbursement Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the Pipeline Relocation and Reimbursement Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County, as follows:

**Pipeline Relocation and Reimbursement Agreement**

This Pipeline Relocation Agreement (“Agreement”) is made as of the 12<sup>th</sup> of June, 2017, by and between Columbia Gas of Ohio, Inc., an Ohio corporation with offices at 3550 Johnny Appleseed Ct., Columbus, Ohio 43231, hereinafter referred to as (“Columbia”), and Delaware County, whose address is 50 Channing St., Delaware, Ohio 43015, hereinafter referred to as (“Requestor”). Columbia and Requestor are each a “Party” and collectively referred to as “the Parties.”

**Witnesseth**

WHEREAS, Columbia owns and operates a six inch (6”) pipeline, located on Old 3C Hwy, in Westerville, Delaware County, Ohio; and

WHEREAS, Requestor wishes to have a portion of the pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Requestor requests relocation of Columbia’s pipeline and any related pipeline facilities, and Columbia agrees to perform such relocation, as follows: the lowering of one, two hundred foot (200’) section of six inch (6”) PMMP; and one, ninety-seven foot (97’) section of six inch (6”) PMMP; to be installed where it is in conflict with the proposed storm in DEL-CR24-0.07. Requestor shall pay one hundred percent (100%) of any and all direct and indirect costs associated with the pipeline relocation.
2. Requestor shall deposit the sum of ~~\$0~~ (the “Deposit”) with Columbia, and pay a sum of twenty one thousand two hundred twenty dollars (~~\$21,220.00~~) (the “Estimated Sum”) at the completion of work, which sum is an estimated cost of relocating Columbia’s pipeline. Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Estimated Sum is based upon both the information available and circumstances known to Columbia as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Estimated Sum may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse Columbia for all costs (direct and indirect) expended or obligated at the time of cancellation or postponement, including costs which may have to be expended to restore the Requestor’s, Columbia’s or any third party’s premises to their original condition. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within twelve (12) months of the execution of this Agreement, Columbia reserves the right to increase the Estimated Sum. Upon notice from Columbia, Requestor shall promptly pay such additional sum to Columbia
3. Upon execution of this Agreement by both Parties, Columbia agrees to begin plans for said pipeline relocation. Columbia will physically relocate said pipeline and any related pipeline facilities as mutually agreed only when all necessary rights-of-way have been secured and all material is available. Columbia will not commence the relocation project until such time as such pipeline relocation work will not impair the operation of Columbia’s gas distribution system or its service to its customers. Columbia is not responsible for any Requestor losses of any kind resulting from work delays or cancellation, or delay or refusal by a governmental entity to issue any necessary permit. This Agreement may be suspended, the Estimated Sum may be increased by Columbia, or the terms of this Agreement renegotiated by Columbia, due to adverse digging or soil (e.g. ledge, hazardous materials, etc.) conditions, or delay or denial of necessary permits.
4. Upon Columbia’s request, Requestor agrees to enter into a Right of Way Agreement with Columbia in which Requestor shall grant to Columbia all necessary easements or rights of way on property owned by Requestor at no cost to Columbia. Requestor shall also cooperate with and compensate Columbia for acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or way. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the sole discretion of

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017

Columbia if: (i) Requestor fails to timely enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain necessary third party easements or rights of way upon terms and conditions (including cost) agreeable to Columbia. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia.

5. To the extent any portion of the pipeline relocation occurs on Requestor’s property or property it or an affiliate controls, the Requestor at its own expense, shall (i) respond to reasonable requests of Columbia, its representatives and any governmental authorities or administrative agencies to provide all necessary information describing the physical characteristics of the property, including surveys, site elevations, legal and other required investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Requestor and/or others at or about the property; (iii) notify Columbia of any condition on or about the property which could affect the work contemplated hereunder; and (iv) cooperate with Columbia to obtain all necessary approvals, site plan reviews, permits, required for Columbia to carry out its work and obligations hereunder. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the discretion of Columbia if Requestor fails to satisfy its obligations as set forth in this Section 5. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia.

6. Upon completion of said pipeline relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If the actual (direct and indirect) cost of said pipeline relocation is more than the amount of the Estimated Sum, Requestor shall promptly pay the difference between the actual costs and the Estimated Sum, to Columbia. Requestor will make such reimbursement payment to Columbia within thirty (30) days of receipt of the invoice. Late payments will bear interest at a rate of 1.0% a month, which equals an annual percentage rate of 12%. If the actual cost is less than the Estimated Sum, Columbia shall promptly return to Requestor the difference between the Estimated Sum and the actual costs. If the actual cost is more than the Estimated Sum stated herein, Columbia shall submit documentation supporting the actual cost, and the Requestor shall pay such additional amount.

7. In no event shall Columbia be liable to the Requestor or any other party for any indirect, consequential, punitive, or special damages, by reason of any services performed, or undertaken to be performed hereunder.

8. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or in any way related to or arising from this Agreement shall be brought and heard only in a court of competent jurisdiction located in **Delaware County, Ohio**. This Agreement contains the entire agreement between the Parties concerning the relocation work, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Columbia. Such consent may be withheld by Columbia in its sole discretion. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

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

**15**  
**RESOLUTION NO. 17-606**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN AMIR TEHRANI AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-TR730-0.00:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Amir Tehrani for the project known as DEL-TR730-0.00

Now Therefore Be It Resolved that:

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Amir Tehrani for the project known as DEL-TR730-0.00 as follows:

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

**WITNESSETH:** On this 12<sup>th</sup> day of June, 2017, Amir Tehrani, whose address is 10775 Sawmill 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. 2-WD, 2-T  
DEL-TR730-0.00, Sawmill Road/Bainbridge Mills Drive 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 Forty Five Thousand Dollars and Zero Cents (\$45,000.00) 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.

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



**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

---

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.

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 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.



**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017**

- 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 Order and Voucher for the above contract.

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

**16  
RESOLUTION NO. 17-607**

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

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

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

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U17-075	Suburban Natural Gas	Peachblow Road	Lay gas main
U17-076	Aspire Energy	County Line Road	Install & Place bores
U17-077	Aspire Energy	Fancher Road	Install & Place bores
U17-078	Aspire Energy	Bevelheimer Road	Install & Place bores
U17-079	Aspire Energy	Montgomery Road	Install & Place bores
U17-080	Aspire Energy	Kean Road	Install & Place bores

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

**17  
ADMINISTRATOR REPORTS**

Si Kille, Assistant County Administrator  
-No reports

**18  
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Attended the bi-weekly conference call with CCAO about funding challenges; particularly the MCO (Medicaid Sales Tax) issue.

Commissioner Lewis  
-Attended a Stepping Up meeting on Friday.

Commissioner Benton  
-Would like to acknowledge Megan Edwards' departure as of Friday. Thank her for her service to the county.  
-Attended the MORPC meeting on Thursday. Was made aware of a Water Resource Plan from the EPA that is to start in Delaware and Union County.  
-Will be attending the parking committee meeting tonight with the City of Delaware  
-The Sheriff's office has released its report online.  
-The NorthStar and Sunbury Meadows New Community Authorities have board openings for those who want to apply or re-apply.

**19  
RESOLUTION NO. 17-608**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO COSIDER THE  
PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 9:53 AM.

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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 12, 2017

---

**RESOLUTION NO. 17-609**

**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 10:10 AM.

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

There being no further business, the meeting adjourned.

---

Gary Merrell

---

Barb Lewis

---

Jeff Benton

---

Jennifer Walraven, Clerk to the Commissioners