

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2018**

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

Present:
Barb Lewis, Vice President
Jeff Benton, Commissioner

Absent:
Gary Merrell, President

1
RESOLUTION NO. 18-1037

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 24, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 24, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

5
RESOLUTION NO. 18-1038

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0926 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0926:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0926, memo transfers in batch numbers MTAPR0927 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Quality Control Inspections	Water Reclamation	66211902-5301	\$ 30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1804940	CHILDRENS HOSPITAL MEDICAL CENTER	Cincinnati Childrens Hospital Placement Contract	22511607 - 5342	\$ 41,000.00
R1804969	SCHOOLEY CALDWELL ASSOC INC	PHASE II - HISTORIC COURTHOUSE RENOVATIONS	42011438 - 5410	\$450,000.00
R1805017	BERLIN TOWNSHIP TRUSTEES	ANNUAL RENTAL AGREEMENT EMS	10011303 - 5335	\$ 16,200.00
R1805080	ENVIRONMENTAL COMFORT LLC	REPLACEMENT BATTERIES FOR UPS AT SHANAHAN	21411306 - 5450	\$ 19,377.44
R1805087	HACH CO	WIMS SOFTWARE AND SUPPORT SERVICES	66211901 - 5320	\$ 49,886.40
R1805117	TRUCCO CONSTRUCTION CO INC	UPGRADES AND REPAIRS TO SUMMERWOOD PUMP STATION	66611904 - 5410	\$ 48,800.00
R1805119	OPC CONTRACTING CO	PAVING REPAIRS, SEALING AND RESTRIPIG - 110 &	40111402 - 5410	\$ 43,009.39

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

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RESOLUTION NO. 18-1039

IN THE MATTER OF APPROVING THE EXPENDITURE OF THE COUNTY’S PORTION OF THE SHERIFF’S CONCEALED HANDGUN LICENSE ISSUANCE EXPENSE FUND AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE SHERIFF’S OFFICE FOR SUCH PURPOSE:

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

WHEREAS, pursuant to section 311.42(B)(2) of the Revised Code, the sheriff, with the approval of the board of county commissioners, may expend any county portion of the fees deposited into the sheriff’s concealed handgun license issuance expense fund for ammunition and firearms to be used by the sheriff and the sheriff’s employees; and

WHEREAS, the Delaware County Sheriff is requesting that the Delaware County Board of Commissioners (the “Board”) approve the expenditure of the County’s portion of the concealed handgun license issuance expense fund to purchase firearms and necessary firearms accessories;

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

Section 1. The Board hereby approves the expenditure of the County’s portion of the Sheriff’s concealed handgun license issuance expense fund for the purpose of purchasing firearms and necessary firearms accessories.

Section 2. The Board hereby approves the following supplemental appropriation:

Supplemental Appropriation

29031318-5450	Concealed Handgun/Machinery, Equipment And Furniture	41,000.00
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Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

7

RESOLUTION NO. 18-1040

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DEPARTMENT OF MENTAL HEALTH - CINCINNATI CHILDREN’S COLLEGE HILL CAMPUS:

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the following first amendment to the agreement for Title IV-E Agencies and Providers for the Provision of Child Placement between Delaware County Department of Job and Family Services and Department of Mental Health – Cincinnati Children’s College Hill Campus:

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND DEPARTMENT OF MENTAL HEALTH - CINCINNATI CHILDREN’S COLLEGE
HILL CAMPUS

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Department of Mental Health – Cincinnati Children’s College Hill Campus (“Provider”)(“First Amendment”) is entered into this September 27, 2018.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of October 1, 2018 through March 31, 2019 (“Agreement”); and

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Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for one hundred eighty (180) days.
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- E. Article V.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. Article VIII.** Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent to the attention of Ms. Sandy Honigford, Assistant Director, Delaware County Department of Job and Family Services. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment.
- G. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- H. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- I. Article XX.F.** The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

- A. Independent Contractor Acknowledgement/No Contribution to OPERS.** Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

B. Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The 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 Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.
2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

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

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

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

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RESOLUTION NO. 18-1041

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROVIDER BUCKEYE RANCH, INC.:

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

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for Child Care Placement provider:

**Third Amendment
To
Contract for the Provision of Child Placement
and Related Services Between Buckeye Ranch, Inc.
and Delaware County**

This Third Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 27th day of September, 2018 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Buckeye Ranch, Inc. (hereinafter “Provider”) whose address is 5665 Hoover Road, Grove City, Ohio 43123 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 21, 2017.

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

NOW THEREFORE, the Parties agree as follows:

1. The Agency and Provider agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to two hundred sixty-six thousand dollars and no cents (\$266,000).
 - B. The contract service period shall be extended through March 31, 2019.
 - C. Per diem rates for the following service levels shall be effective October 1, 2018 through March 31, 2019:

Service Level	Service ID #	Maintenance	Administration	Other	Total
Level 1 Traditional	30176	\$26.23	\$33.91	\$0.00	\$60.14
Level 2 Specialized Need	30177	\$38.42	\$32.89	\$0.00	\$71.31
Level 3 Exceptional Need	30178	\$50.03	\$32.89	\$0.00	\$82.91
Level 4 Intensive Exceptional Need	30179	\$58.42	\$34.46	\$0.00	\$92.88
Intensive Care Center	20193	\$332.00	\$36.00	\$18.00	\$386.00

2. Signatures

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

3. Conflicts

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

4. Terms of Agreement Unchanged

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

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

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RESOLUTION NO. 18-1042

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IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

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

Transfer of Appropriations

21011113/5001 \$15,000.00 Economic Development/Compensation	to	21011113/5301 \$15,000.00 Economic Development/Contracted Professional Services
21011113/5101 \$6,200.00 Economic Development/Health Insurance	to	21011113/5301 \$6,200.00 Economic Development/Contracted Professional Services
21011113/5102 \$300.00 Economic Development/Workers Comp	to	21011113/5301 \$300.00 Economic Development/Contracted Professional Services
21011113/5120 \$7,000.00 Economic Development/OPERS	to	21011113/5301 \$7,000.00 Economic Development/Contracted Professional Services
21011113/5131 \$600.00 Economic Development/Medicare	to	21011113/5301 \$600.00 Economic Development/Contracted Professional Services

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

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RESOLUTION NO. 18-1043

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR CREEKSIDE INDUSTRIAL PARK AND OLENTANGY FALLS 4-B:

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

WHEREAS, the construction of new sanitary sewers at the Creekside Industrial Park and Olentangy Falls 4-B have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Creekside Industrial Park	13 ea. manholes	\$46,452.00
	1400’ of 8” sewer	\$85,051.00
	400’ of 10” sewer	\$24,300.00
	1519’ of 12” sewer	\$93,152.80
 Olentangy Falls 4-B	 6 ea. Manholes	 \$22,625.00
	1025’ of 8” sewer	\$110,886.50

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

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11**RESOLUTION NO. 18-1044**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH ANDRITZ SEPARATION INC. TO PROVIDE D4LL CENTRIFUGE SERVICE AT THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Andritz Separation Inc. to provide D4LL Centrifuge Service at the Olentangy Environmental Control Center;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approve the following agreement with Andritz Separation Inc.:

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

This Agreement is made and entered into this 27th day of September, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Andritz Separation Inc. 1010 Commercial Blvd. South Arlington Texas 76001 ("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":
24,000 hour service for the Andritz D4LL Centrifuge.
- 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 The Services are described in and shall be rendered by the Contractor in accordance with *Exhibit A*, attached hereto and, by this reference, fully incorporated herein.

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 *Exhibit A* and as follows: After completion of services a payment shall be made in the amount of **\$28,008.94**
- 4.2 For all Services described in *Exhibit A*, except "If Authorized" tasks, the total fees shall be **\$28,008.94**
- 4.3 For all services identified in *Exhibit A* as "If Authorized" tasks, the fee for each authorized task shall be as set forth in *Exhibit A*. "If Authorized" tasks shall only be performed upon mutual written modification of this Agreement and written Notice from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed **\$35,000** without subsequent modification.
- 4.5 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.

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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 Road Powell, Ohio 43065

Telephone: 740-833-2228

Email: myarnell@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Luke Markert Andritz Separation Inc.

Address of Firm: 1010 Commercial Blvd. South

City, State, Zip: Arlington Texas 76001

Telephone: 1-(817) 419-1789

Email: luke.markert@andritz.com

6 PAYMENT

- 6.1 Compensation shall be paid upon completion of the service, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Exhibit A.
- 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”) from the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.
- 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.

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10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all deliverable documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said deliverable 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 third party claims for damages, that they may incur as a result of bodily injury, sickness, disease or death or damage to or destruction of tangible property to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable. Buyer shall promptly tender the defense of any such third-party claim to Contractor. Contractor shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at County's sole expense.

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 listed 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

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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.
- 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 work 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

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RESOLUTION NO. 18-1045

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

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

That the Delaware County Board of Commissioners hereby authorizes the use of the Historic Courthouse by the Delaware County Bar Association and the Arena Fair from November 2-4, 2018 and November 9-11th, 2018 at 7:00pm to 2:00pm, with more than thirty participants at no fee.

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

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**DAVID C. STADGE, CHAIR DELAWARE COUNTY FINANCE AUTHORITY
UPDATE ON PROGRESS OF DELAWARE COUNTY FINANCE AUTHORITY**

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Attended the Investment Committee meeting this morning. The Treasurer is continuing his good work. The Star Fund Yield is up to 211.
-Would like to thank Jane Hawes on a job well done with the Employee Appreciation lunch on Tuesday. Thank you to all staff for their hard work as well.
-There is a Regional Planning meeting this evening
-Evans Farm will be holding an Open House this Sunday from 12-2:00 PM
-Attended an OWU Lifelong Learning discussion. They are also working with SourcePoint with this idea.
-The Ryder Cup starts at 2:00 AM tomorrow morning.

Commissioner Lewis
-No reports

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RESOLUTION NO. 18-1046

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

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

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Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official.

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

RESOLUTION NO. 18-1047

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners