

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 7, 2019**

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

Present:
Barb Lewis, President
Gary Merrell, Commissioner

Absent:
Jeff Benton, Vice President

9:30 A.M. Session

10:30 A.M. Work Session

1
RESOLUTION NO. 19-107

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 4, 2019:

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 February 4, 2019; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-108

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0206 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0206:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0206, memo transfers in batch numbers MTAPR0206 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
B&L Packrat (P1901457)	Snow Removal	10011105-5328	\$ 5,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1901929	HENRY P THOMPSON CO INC	LAMPS FOR UV CHANNELS AT OECC	66211900 - 5201	\$36,111.50
R1901931	BIO-ONE COLUMBUS LLC	CLEANING HOARDING SERVICES	22411601 - 5348	\$6,525.00
R1901938	PYRINEX INC	NEW PC FOR DEPUTY DIRECTOR	21411306 - 5260	\$1,195.00
R1901938	PYRINEX INC	4 REPLACEMENT PCS FOR 9-1-1	21711326 - 5260	\$4,780.00
R1901941	HARRIS INDUSTRIAL SERVICES LLC	MIXER REPAIRS - TWO AERATION BASIN MIXERS	66211900 - 5328	\$10,958.50
R1901942	BERLIN TOWNSHIP TRUSTEES	2019 MEDIC 10 LEASE	10011303 - 5335	\$16,200.00

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

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4

RESOLUTION NO. 19-109

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Robert Lamb, Jenna Goehring and Robert Platte attend the IEDC Annual Conference in Indianapolis, Indiana from October 13-16, 2019 at the cost of \$7,000.00 (fund number 21011113).

The Economic Development Department is requesting that Robert Lamb attend an Economic Development Finance and Incentives Course in Dublin, Ohio from June 13-14, 2019 at the cost of \$479.00 (fund number 21011113).

The Economic Development Department is requesting that Robert Lamb, Jenna Goehring and Robert Platte attend OEDA 360: The State of Economic Development in Ohio in Columbus, Ohio on May 15, 2019 at the cost of \$297.00 (fund number 21011113).

The Economic Development Department is requesting that Robert Lamb, Jenna Goehring and Robert Platte attend a 2019 OEDA Annual Summit in Columbus, Ohio from October 7-9, 2019 at the cost of \$1350.00 (fund number 21011113).

The Economic Development Department is requesting that Robert Lamb attend a Real Estate Development and Finance Course in Dublin, Ohio from March 14-15, 2019 at the cost of \$479.00 (fund number 21011113).

The Economic Development Department is requesting that Robert Lamb attend a Site Selection/Site Development Course in Dublin, Ohio from May 9-10, 2019 at the cost of \$479.00 (fund number 21011113).

The Economic Development Department is requesting that Robert Lamb attend Business Retention and Expansion in Dublin, Ohio from July 11-12, 2019 at the cost of \$479.00 (fund number 21011113).

The Emergency Medical Services Department is requesting that Kali Stewart attend an Ohio Health EMS Conference in Columbus, Ohio from May 20-21, 2019 at no cost.

The Emergency Medical Services Department is requesting that Kali Stewart attend a Cardiovascular Conference in Westerville, Ohio on February 28, 2019 at no cost.

The Emergency Medical Services Department is requesting that Lieutenant Jessica Carnes attend Human Trafficking 101 in Delaware County on March 14, 2019 at no cost.

The Adult Court Services Department is requesting that Diane Bricker attend an Ohio Recovery Housing Conference in Dublin, Ohio from April 2-3, 2019 at the cost of \$220.00 (fund number 25622303).

Administrative Services is requesting that Christine Shaw attend a John Glenn College of Public Affairs MAPS class in Columbus, Ohio March 6, 2019; at the cost of \$309.00 (fund number 10011103).

The Commissioners' Office is requesting that Mike Frommer attend the 2019 OCMA Winter Conference in Columbus, Ohio March 6-8, 2019, at the cost of \$340.00 (fund number 10011101).

The Commissioners' Office is requesting that Brad Lutz attend the 2019 OCMA Winter Conference in Columbus, Ohio March 6-8, 2019, at the cost of \$360.00 (fund number 10011101).

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

5

EMS WORKING GROUP DISCUSSION UPDATE
Gary Vest, Powell Chief of Police

RESOLUTION NO. 19-110

IN THE MATTER OF ACCEPTING THE RECOMMENDATION FOR FORMATION OF A DELAWARE COUNTY PRE-HOSPITAL CARE SYSTEM BOARD OF DIRECTORS TO OVERSEE THE OPERATIONS AND PROCEDURES FOR EMERGENCY MEDICAL SERVICES THROUGHOUT DELAWARE COUNTY:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the recommendation for formation of a Delaware County Pre-Hospital Care System Board of Directors to oversee the operations and procedures for Emergency Medical Services throughout Delaware County. The County Administrator will prepare formal legislation to carry the accepted recommendation into effect.

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DELAWARE COUNTY PRE-HOSPITAL CARE SYSTEM

Executive Summary

The current level of emergency medical services provided to the people who live in and visit Delaware County is considered by many to be among the best in Ohio. However, there is a rare opportunity to take these services to an even higher level and better position them to implement cutting-edge technology and best practices at a reduced cost to each service provider. This will be accomplished through regional collaboration, resource pooling, and shared services.

Delaware County will propose the creation of a Delaware County Pre-Hospital Care System Board of Directors to oversee the operations and procedures for emergency medical services throughout Delaware County. All organizations that currently provide emergency medical services in Delaware County will be invited to participate.

History

In 1972, Delaware County, the city of Delaware and Liberty Township formed a partnership to provide countywide EMS service. Many options were considered, including a hospital-based EMS program. Prior to 1972, service was provided by the city of Delaware and Liberty Township for their respective jurisdictions and by funeral directors throughout the remainder of Delaware County. In April 1978, the Delaware County Emergency Medical Service Department was formed.

Today, as a result of the growth in population and increased demand for service, Concord, Harlem, Genoa and Orange Townships also provide emergency service in Delaware County. Additionally, the cities of Columbus, Dublin and Westerville have annexed into Delaware County and provide emergency services within their respective jurisdictions.

Recommendations

1. Establish the Delaware County Pre-Hospital Care System Board of Directors (to provide oversight for operations, quality of service, policy strategic planning, medical direction, training and interoperability).
2. Update the medical dispatching system.
3. Develop a uniform training program.
4. Develop a single evidence-based medical protocol.
5. Develop a unified medical direction.
6. Establish minimum staffing standards.
7. Establish a single, continuous quality improvement program.

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

RESOLUTION NO. 19-111

IN THE MATTER OF SUSPENDING THE PROPOSAL SUBMITTED PURSUANT TO RESOLUTION NO. 18-1315:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to suspend the proposal submitted pursuant to resolution No. 18-1315.

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

6
RESOLUTION NO. 19-112

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR SCIOTO RIDGE CROSSING SECTION 3:

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

WHEREAS, the construction of new sanitary sewers at the Scioto Ridge Crossing Section 3 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

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maintenance by Delaware County as follows:

Scioto Ridge Crossing Section 3	667' of 8- inch sewer	\$56,854.55
	3 ea.- manholes	\$ 6,846.00

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 Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**7
RESOLUTION NO. 19-113**

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE PRELIMINARY DESIGN OF AERATION SYSTEM IMPROVEMENTS AT LOWER SCIOTO WRF AS IDENTIFIED IN THE TREATABILITY REPORT:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Black & Veatch Corporation to perform professional services related to improvements at Lower Scioto WRF;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Black & Veatch Corporation:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 7th day of February, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Black & Veatch Corporation, 4449 Easton Way, Suite 150, Columbus, Ohio 43219 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
Professional engineering services for the preliminary design of aeration system improvements at Lower Scioto WRF as identified in the Treatability Report.
- 1.2 The Consultant 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 defined in and rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Scope of Services

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 or her designee 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 Consultant, shall supersede all prior

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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 Summary attached hereto as Exhibit B and, by this reference, incorporated herein.
- 4.2 For all described in the Scope of Services and Fee Summary, except “If Authorized” tasks, the fee shall be \$50,000.
- 4.3 Additional work may be requested by the County as “if authorized” tasks and may be added to the Scope of Services upon mutual agreement to an increase in the maximum billing limit. Consultant will not proceed with any such tasks without written authorization from the Sanitary Engineer.
- 4.4 Total compensation under this Agreement shall not exceed \$50,000 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.

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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Brad Stanton

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: bstanton@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Sierra McCreary

Address of Firm: 4449 Easton Way, Suite 150

City, State, Zip: Columbus, OH 43219

Telephone: 614-454-4394

Email: McCrearySB@bv.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant’s Fee Summary.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant 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, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the Sanitary Engineer and shall complete the work no later than 8/1/2019.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.

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- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant 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 Consultant shall suspend or terminate Services upon 10 days written notice, as ordered by the County.
- 8.2 In the case of termination, the Consultant 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/ADDITIONS 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 not take effect unless approved by both parties in writing.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant 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.
- 10.4 Consultant shall retain its rights in its standard drawing details, designs, specification, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. All documents including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Consultant.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant 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 Consultant 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 Consultant, 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.

13 INSURANCE

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- 13.1 General Liability Coverage: Consultant 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: Consultant 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: Consultant 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 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant 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. Consultant 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 Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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

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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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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 Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work 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 work to which the Agreement relates.

Consultant 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 work 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.

Consultant 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.

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

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

8
RESOLUTION NO. 19-114

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE MODELING OF PLANT RECYCLE FLOWS AND THE PREPARATION OF THE FINAL LOWER SCIOTO TREATABILITY REPORT FOR THE OHIO EPA:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Black & Veatch Corporation to perform professional services related to a treatability report for Lower Scioto WRF;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Black & Veatch Corporation:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 7th day of February, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Black & Veatch Corporation, 4449 Easton Way, Suite 150, Columbus, Ohio 43219 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

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- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
Professional engineering services for modeling plant recycle flows and the preparation of the final Lower Scioto Treatability Report for Ohio EPA.
- 1.2 The Consultant 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 defined in and rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Scope of Services

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 or her designee 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 Consultant, 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 Summary attached hereto as Exhibit B and, by this reference, incorporated herein.
- 4.2 For all Services described in the Scope of Services and Fee Summary, except “If Authorized” tasks, the fee shall be \$35,000.
- 4.3 Additional work may be requested by the County as “if authorized” tasks and may be added to the Scope of Services upon mutual agreement to an increase in the maximum billing limit. Consultant will not proceed with any such tasks without written authorization 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.

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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Brad Stanton

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: (740) 833-2240

Email: bstanton@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Sierra McCreary

Address of Firm: 4449 Easton Way, Suite 150

City, State, Zip: Columbus, OH 43219

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Telephone: 614-454-4394
Email: McCrearySB@bv.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of work performed to date in accordance with the Consultant's Fee Summary.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant 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, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Sanitary Engineer and shall complete the work no later than 6/1/2019.
- 7.2 Consultant 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 Consultant 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 Consultant shall suspend or terminate Services upon 10 days written notice, as ordered by the County.
- 8.2 In the case of termination, the Consultant 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/ADDITIONS 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 not take effect unless approved by both parties in writing.

For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both Parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the Parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant 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.
- 10.4 Consultant shall retain its rights in its standard drawing details, designs, specification, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. All documents including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the County or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by

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Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Consultant.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant 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 Consultant 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 Consultant, 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.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant 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: Consultant 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: Consultant 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 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant 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. Consultant 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 Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant**

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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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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 Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work 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 work to which the Agreement relates.

Consultant 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 work 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.

Consultant 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.

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

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

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9

RESOLUTION NO. 19-115

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE GENERAL HEALTH DISTRICT:

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

Supplemental Appropriations

22111502-5001	Litter Grant/Compensation	3,140.00
22111502-5004	Litter Grant/Overtime	2,000.00
22111502-5102	Litter Grant/Workers Comp	31.40
22111502-5120	Litter Grant/County Share OPERS	753.60
22111502-5312	Litter Grant/Advertising & Legal Notices	(40.00)
22111502-5328	Litter Grant/Maintenance & Repair Services	(1,020.00)

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

10

RESOLUTION NO. 19-116

IN THE MATTER OF APPROVING A RECOMMENDATION BY THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) TO APPROVE THE APPOINTMENT OF REPRESENTATIVES:

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

WHEREAS, in accordance with the Ohio Revised Code Section 3750.03(b) the LEPC recommends to the Board of Commissioners the following people to be nominated as representatives to the LEPC, subject to approval by the State Emergency Response Commission, for the period February 2019 through August 2019:

Representatives:

Barb Lewis	Delaware County Commissioner
Sandy Stults	Scioto Township Trustee
Charles Miley	Brown Township Trustee
Bob Lavender	Delaware County EMA
Sandy Mackey	Delaware County EMA
Troy Morris	Tri-Township Fire District
Mike Schuiling	Delaware County EMS
Aaron Jennings	Delaware County EMS
John Myers	Resident
Mike Tankersly	Kroger Distribution
Patrick Brandt	Delaware County Emergency Communications
Tim McQuone	Resident
Kelli Kincaid	Delaware General Health District
Kelly Fernandez	Delaware General Health District
Brandon Feller	United Way of Delaware County
John Donahue	Delaware Fire Department
Scott Vance	Delaware County Sheriff's Office
Sean Miller	Delaware County EMA
Brian Gallagher	Delaware County Safety and Security
Chris Beddoes	American Red Cross
Steve Hrytzik	Powell Police Department
Melissa Lindner	PPG
Miranda Chakrabarti	Marathon
Jamiey Burden	Consolidated Electric
Donn Rooks	Delaware County ARES
Fred Shaffer	Media - WDLR
Tom O'Brien	Liberty Township Fire Department
Colleen Dennis	Delaware County Connections
Jeff Kaufman	Del-Co Water
Greg Feustel	US Army Corps of Engineers
Jane Hawes	Delaware County
Niki Long	Nationwide Children's
Steve Lewis	Delaware County IT
Mike Taylor	ODOT District 6
Rob Stambaugh	DART
Jeff Rocks	Grady Memorial
Jodi Peterson-Sonstein	Helpline

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of

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Ohio, hereby approves the nominations as recommended by the LEPC.

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

11

**SEAN MILLER, DIRECTOR DELAWARE COUNTY EMERGENCY MANAGEMENT
PRESENTATION/UPDATE TO THE BOARD OF COMMISSIONERS ON THEIR
RESPONSIBILITIES ASSOCIATED WITH DECLARATION OF A DISASTER**

12

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the Annual Chamber of Commerce dinner on Tuesday. Joe Pemberton was named Citizen of the Year by the Chamber.
-Attended the Mainstreet Delaware luncheon yesterday.
-Toured the COhatch facility with Mayor Riggle and City Manager Tom Homon.

Commissioner Lewis
-No reports.

14

RESOLUTION NO. 19-117

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR
IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, 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:

Section 1. The Board hereby adjourns into executive session for consideration of employment of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 19-118

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 19-119

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE
3-SPEAKER REGISTRATION; AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE
RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY
COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners of Delaware County, Ohio.

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

There being no further business, the meeting adjourned.

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10:30A.M. WORK SESSION

Chris Hermann, AICP
MKSK, Principal City & Regional Planner
Presentation
Early Finding Materials For The US 23 Corridor Study To The County Commissioners

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners