

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019**

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

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

**1**  
**RESOLUTION NO. 19-288**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 1, 2019:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 1, 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              Aye

**2**  
**PUBLIC COMMENT**

**3**  
**RESOLUTION NO. 19-289**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0403 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0403:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0403, memo transfers in batch numbers MTAPR0403 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

<b>PR</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>Number</b>				

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

**4**  
**RESOLUTION NO. 19-290**

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

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

The Emergency Medical Services department is requesting that Lieutenant Jennifer Ransom and Lieutenant Shelly Gannon attend a Documentation Training class in Danville, Ohio on April 17, 2019 at no cost.

The Emergency Medical Services department is requesting that Lieutenant Julie Webb, Andrew Roy, Hilary Days, Kami Paine and Amy Ritter attend an IPMBA-Bike Training in Delaware, Ohio at the cost of \$1495.00 (fund number 10011303).

The Emergency Medical Services department is requesting that Lieutenant Julie Webb and Terry Webb attend an Ohio EMS Conference in Columbus, Ohio from May 20-21, 2019 at no cost.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019**

The Adult Court Services department is requesting that Cynthia Brown and Matt Proto attend a Subject Control Operator: Arrest & Control Training in London, Ohio on July 2, 2019 at the cost of \$230.00 (fund number 25622303).

The Emergency Communications Department is requesting that Jen Keck and Matthew Fletcher attend a Public Safety Telecommunicator on-line class from April 17-May 14, 2019 at the cost of \$758.00 (fund number 21711326).

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

**5**

**RESOLUTION NO. 19-291**

**IN THE MATTER OF SETTING THE TIME AND DATE FOR, AND PROVIDING NOTICE OF, A PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF PHEASANT RUN, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO:**

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

WHEREAS, pursuant to section 5541.04 of the Revised Code, the board of county commissioners of any county, on its own motion or on petition by a person owning a lot in the unincorporated area of said county praying that the name of a county or township road in the immediate vicinity of such lot be changed, upon hearing, and upon being satisfied that there is good cause for such a change of name, that it will not be detrimental to the general interest, and that it should be made, may, by resolution declare the change of the name of such road; and

WHEREAS, the township road currently known as Pheasant Run in the Scioto Ridge Crossing Subdivision, Concord Township, Delaware County, has the same name as a preexisting street in the City of Powell, creating confusion with the provision of safety services, as well as other inconveniences; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") desires to hold a public hearing to consider changing the name of Pheasant Run, the township road in the unincorporated area of Concord Township, Delaware County, Ohio, in order to resolve the duplication;

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

Section 1. The Board hereby sets 10:00A.M. on Thursday May 16, 2019 as the time and date for a public hearing to consider changing the name of Pheasant Run, a township road in the unincorporated area of Concord Township, Delaware County, Ohio. The public hearing shall be held at the Board's Hearing Room, 101 North Sandusky Street, Delaware, Ohio 43015.

Section 2. The Clerk of the Board is hereby directed to send written notice, via certified U.S. Mail, to all owners of lots abutting the road in question and to the Concord Township Board of Trustees and to publish a notice of the public hearing once in the Delaware Gazette at least thirty (30) days prior to the public hearing. Courtesy notices shall also be sent, via regular U.S. Mail, to the City of Powell, c/o Steve Lutz, City Manager, and the owner of the lot served by the preexisting street also named Pheasant Run in the City of Powell.

Section 3. This Resolution shall take immediate effect upon adoption.

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

**6**

**RESOLUTION NO. 19-292**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HONEYWELL INTERNATIONAL FOR THE HVAC CONTROLS UPGRADE AT THE DELAWARE COUNTY JAIL:**

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

WHEREAS, the Director of Facilities recommends approval of the Services Agreement by and between The Delaware County Board of Commissioners and Honeywell International for the HVAC Controls Upgrade at the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the Services Agreement with Honeywell International for the HVAC Controls Upgrade at the Delaware County Jail;

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019**

---

**SERVICES AGREEMENT**

This Agreement is made and entered into this 4<sup>th</sup> day of April, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Honeywell International, 2080 Arlingate Ln., Columbus, OH 43228 (“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”:  
Delaware County Jail DDC Upgrades
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
Delaware County Jail DDC Upgrades PH2 Quote dated March 8, 2019
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

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

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the annual lump sum fee shall be \$265,000.00.
- 4.3 Total compensation under this Agreement shall not exceed \$265,000.00 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**5 NOTICES**

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

County:

Name: Jon Melvin, Director of Facilities  
Address: 1405 US Highway 23 North, Delaware, OH 43015  
Telephone: 740 833-2283  
Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Court Shoemaker

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019**

---

Address of Firm: 2080 Arlingate Ln.  
 City, State, Zip: Columbus, OH 43228  
 Telephone: 614-800-9450  
 Email: Courtney.Shoemaker@Honeywell.com

**6 PAYMENT**

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

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

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with the Proposal.
- 7.2 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 Project Manager 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 INDEMNIFICATION**

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

**10 INSURANCE**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019**

---

- 10.5 Proof of Insurance: Prior to the commencement of any work 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 work under this Agreement.
- 11 MISCELLANEOUS TERMS AND CONDITIONS**
- 11.1 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.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.
- 11.9 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.
- 11.10 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 work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019

11.11 Non-Discrimination/Equal Opportunity: Contractor 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.

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 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.

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.

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

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

**7**  
**RESOLUTION NO. 19-293**

**IN THE MATTER OF SETTING THE TIME AND DATE FOR, AND PROVIDING NOTICE OF, A PUBLIC HEARING FOR THE TITLE XX SOCIAL SERVICES PLAN FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

WHEREAS, pursuant to section 5101.46 of the Revised Code, regarding administering the provision of social services funded through grants made under Title XX of the Social Security Act, the Delaware County Department of Job and Family Services will hold a public hearing on April 17, 2019 at 12:00P.M. for the purpose of reviewing and receiving comments on the proposed Title XX Comprehensive Social Service Plan for July 1, 2019 through June 30, 2021; and

WHEREAS, representatives from the Delaware County Department of Job and Family Services will present information and/or receive public comments pertinent to the proposed Title XX services;

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

Section 1. The Board hereby sets 12:00P.M. on April 17, 2019 in room 235 of the Hayes Building, 145 N. Union Street, Delaware, Ohio as the time and date for a public meeting for the purpose of reviewing and receiving comments on the proposed Title XX Comprehensive Social Service Plan for July 1, 2019 through June 30, 2021;

Section 2. The Board hereby approves providing notice of the public hearing of the Title XX Social Services Plan for the Department of Job And Family Services via the Delaware Gazette and the Delaware County Website.

Section 3. This Resolution shall take immediate effect upon adoption.

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

**8**  
**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-The Pre-Hospital Care Board will meet at 1:00 PM today.  
-The Resolution passed by Liberty Township requesting a response to their proposal of funding will be clarified with more information next week.

**9**  
**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Will be attending the MORPC meeting this afternoon.  
-The Junior Fair building at the fairgrounds has been taken down.

Commissioner Benton  
-The Transportation Bill has been signed by the Governor.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 4, 2019

---

- CEBCO will have their annual meeting tomorrow.
- April is National Local Government Month.

Commissioner Lewis

-Will be chairing the Justice and Public Safety Committee tomorrow at the Ohio County Commissioner Association.

**10**

**RESOLUTION NO. 19-294**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Benton, seconded by Mr. Merrell 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 promotion; compensation of a public employee or public official; to consider the purchase of property for public purposes; for pending or imminent litigation.

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

**RESOLUTION NO. 19-295**

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

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

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

There being no further business, the meeting adjourned.

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

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

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

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