

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 22, 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

Absent:
Gary Merrell, Commissioner

**1
RESOLUTION NO. 19-361**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 18, 2019:

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 April 18, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 19-362**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0419 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0419:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0419, Procurement Card Payments in batch number PCAPR0419 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1901127 Washington Auto	Facilities Service Center	10011106-5228	\$25,000.00
P1901252 DAY Care	Job and Family	22511607-5348	\$10,000.00
P1901279 EASTWAY	Job and Family	22511607-5342	\$45,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1903016	S M MILLER CONSTRUCTION CO INC	ENVIRONMENT AL SERVICES RES # 19 - 349	66211900 - 5410	\$30,677.5

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

**4
RESOLUTION NO. 19-363**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Wendy Adams attend a SETS System for Child Support Manager Overview training in Columbus, Ohio April 30, 2019 at no cost.

The Code Compliance Department is requesting that John Hickman, Greg Miller, Peggy Roberts and Chris Stanich attend a Central Ohio Code Officials Association Ethics seminar in Grove City, Ohio on April 24, 2019 at no cost.

The Regional Sewer District is requesting that Mike Frommer, Tiffany Maag, Erik McPeek, and Marshall

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Yarnell attend a WEFTEC 2019 Technical Exhibition and Conference in Chicago, Illinois from September 21st thru September 26th, 2019 at a total cost of \$7,225.00 from fund 6621 1900.

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

5

RESOLUTION NO. 19-364

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of one new Ford F-550 chassis to remount one current ambulance vehicle patient care module; and

WHEREAS, an ambulance vehicle for Delaware County EMS is necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and an ambulance vehicle is available for purchase through the Program;

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

Section 1. The Board hereby declares that a necessity exists to remount one ambulance vehicle onto a Ford F-550 chassis and refurbish for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicle to be remounted is one (1) 2011 Horton Model 623 aluminum body conversion ambulance (VIN# 1HTJSSKK5CJ3858887), to be supplied by Delaware County, and re-mounted on a 2019 Ford F-550 chassis, delivered in accordance with the Ohio STS Pricing Schedule, and attached Selected Features #12055, complete and delivered for the sum of \$154,625.00.

Section 3. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index # STS233, Contract Number 800330, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$154,625.00 to Horton Emergency Vehicles.

Section 5. The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost of \$3,648.00; and accompanying purchase order for the necessary electronics and AVL from AT&T /Cradle Point, at a cost of \$1910.12; and the purchase and accompanying purchase order for the necessary radio communications equipment and installation from Vasu Communications at a cost of \$2,757.34; and the purchase and accompanying purchase order for one (1) Stryker 6506 Power Pro and Power Load system at a cost of \$44,281.44.

Section 6. This Resolution shall take immediate effect upon passage.

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

6

RESOLUTION NO. 19-365

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE COURTYARDS AT CLEAR CREEK SECTION 1:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for The Courtyards at Clear Creek Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer

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improvement plans for The Courtyards at Clear Creek Section 1 for submittal to the Ohio EPA for their approval.

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

7

RESOLUTION NO. 19-366

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U19-063	Suburban Natural Gas	Troutman Road	Bore 6" gas main

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

8

RESOLUTION NO. 19-367

IN THE MATTER OF RESCINDING RESOLUTION NO. 19-312 AND AUTHORIZING THE PURCHASE OF PICKUP TRUCKS FOR THE COUNTY ENGINEER'S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles or other conveyances and maintain them for the use of the county engineer and the county engineer's assistants when on official business; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the County Engineer's Office has need for five pickup trucks for use in performing the office's official duties, and the Board approved said purchase under Resolution No. 19-312; and

WHEREAS, due to an error in the contract by the State of the Ohio, two of the pickup trucks approved under Resolution No. 19-312 are not available; and

WHEREAS, the County Engineer requests the Board rescind Resolution No. 19-312 and requests approval to purchase five pickup trucks that are available for purchase via the State of Ohio cooperative purchasing program;

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

Section 1. The Board hereby rescinds Resolution No. 19-312.

Section 2. The Board hereby authorizes the purchase of four 2019 Ram Pickup Trucks, Model 1500 Quad 4x4, Model Number DS6L41, at the price of \$24,330 each, for a total price of \$97,320 from Sherry Chrysler.

Section 3. The Board hereby authorizes the purchase of one 2019 Ford Pickup Truck, Model F-350, Model Number XD3, for a total price of \$30,199.11 from Middletown Ford.

Section 4. The purchases authorized in Sections 2 and 3 hereof shall be subject to State of Ohio Index #GDC093, Contract #RS902619 in the State of Ohio cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

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

9

RESOLUTION NO. 19-368

IN THE MATTER OF AWARDING BIDS AND APPROVING CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MP DORY COMPANY FOR THE PROJECT

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KNOWN AS SUNBURY ROAD GUARDRAIL REPLACEMENT PROJECT – DELAWARE COUNTY; AND WITH DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS CENTERBURG ROAD OVER CULVER CREEK:

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

**DEL-CR 30-05-6.0, Sunbury Road Guardrail Replacement Project – Delaware County
Bid Opening of March 19, 2019**

Whereas, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to MP Dory Company, the low bidder for the project; and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and MP Dory Company for the project known as DEL-CR 30-05.6.0, Sunbury Road Guardrail Improvement Project – Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with MP Dory Company for the project known as DEL-CR 30-05.6.0, Sunbury Road Guardrail Improvement Project – Delaware County:

CONTRACT

THIS AGREEMENT is made this 22nd day of April, 2019 by and between **MP Dory Company, 2001 Integrity Drive S., Columbus, Ohio 43209**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-CR 30-05.60, Sunbury Road Guardrail Replacement Project – Delaware County”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***One Hundred Eighteen Thousand Seven Hundred Sixty-Six Dollars and Eighty Cents (\$118,766.80)***, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

**DEL-CR 048-02.45, Centerburg Road over Culver Creek
Bid Opening of March 19, 2019**

Whereas, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project; and

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Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-CR-DEL-CR 048-02.45, Centerburg Road over Culver Creek;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with Double Z Construction Company for the project known as DEL-CR 048-02.45, Centerburg Road over Culver Creek:

CONTRACT

THIS AGREEMENT is made this 22nd day of April, 2019 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204** hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"DEL-CR 048-02.45, Centerburg Road over Culver Creek"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Hundred Fifty-One Thousand Nine Hundred Ninety Dollars and Zero Cents (\$251,990.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

10
RESOLUTION NO. 19-369

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHPOINTE HOTEL AND CONFERENCE CENTER SOUTHEAST:

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

Whereas, Nationwide Mutual Insurance Company has submitted the Plat of Subdivision ("Plat") for Northpointe Hotel and Conference Center Southeast, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on February 20, 2019; and

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Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on February 25, 2019; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on February 27, 2019; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on March 4, 2019; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on April 9, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northpointe Hotel and Conference Center Southeast

Northpointe Hotel and Conference Center Southeast

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Fram Loy 6, Quarter Township 3, Township 3, Range 18, United States Military Lands, containing 8.233 acres of land, more or less, said 8.233 acres being comprised of Lots 401 and 402 and part of 403 of the subdivision entitled Nationwide Mutual Insurance Company by deeds of record in Deed Book 464, Page 113, and Deed Book 468 Page 11, and a part of each of those tracts of land conveyed to Nationwide Mutual Insurance Company by deed of record in Deed Book 378, Page 429, and Deed Book 417, Page 324, Recorder’s Office, Delaware County, Ohio. Cost: \$9.00.

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

11

RESOLUTION NO. 19-370

IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES AGREEMENT 2019-1 WITH JOHNSON, MIRMIRAN & THOMPSON, INC.:

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

WHEREAS, the County Engineer recommends approval of General Engineering Services Contract No. 2019-1 between the Delaware County Board of Commissioners and Johnson, Mirmiran & Thompson, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following professional services agreement:

**PROFESSIONAL SERVICES AGREEMENT
General Engineering Services**

This Agreement is made and entered into this 22nd 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 Johnson, Mirmiran & Thompson, Inc., 2800 Corporate Exchange Drive, Suite 250, Columbus, Ohio 43231, (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
Delaware County General Engineering Services Contract 2019-1
- 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 rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:
Delaware County General Engineering Services 2019-1 Scope of Services dated 1-28-19

2 SUPERVISION OF SERVICES

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

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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 Proposal and other documents enumerated in Section 1.3 and as follows:
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in "If Authorized Services" with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) 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 Engineer:

Name: Delaware County Engineer
Attn: Ryan J. Mraz, Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400
Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Barry Epley, Senior Vice President

Address of Firm: 2800 Corporate Exchange Drive, Suite 250

City, State, Zip: Columbus, Ohio 43231

Telephone: 614-714-0270

Email: BEpley@jmt.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 County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant's Price Proposal.
- 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") by the Project Manager and shall complete the Services by June 1, 2021.

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- 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 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 Consultant shall immediately suspend or terminate Services, 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 IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the 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.
- 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 subconsultants 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 services hereunder. 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.

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- 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 Services 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 Services 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 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 Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the 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.

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- 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 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: Consultant 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 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 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.

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.

**GENERAL ENGINEERING SERVICES
DELAWARE COUNTY ENGINEER'S OFFICE
DELAWARE, OHIO**

Scope of Services

Delaware County General Eng Serv 2019-1
Scope of Services Date: 1-28-2018
PID No. Various

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

- Roadway Design
- Plan Review
- Intersection Design
- Bridge Design
- Bridge Inspection (not including Underwater Bridge Inspection)
- Surveying Services
- Traffic Studies
- Preparation of Right of Way Descriptions/Plans
- Lighting Design
- Traffic Signal Design
- Structural Design and Review Services

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be 24 months from authorization.

The total amount of this agreement shall not exceed \$300,000.00.

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

12
RESOLUTION NO. 19-371

IN THE MATTER OF APPROVING THE PARTICIPATION AGREEMENT AND ACCEPTANCE OF THE 2019 / 2020 PROGRAM COSTS BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Deputy County Administrator recommends approval of the Participation Agreement with the

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County Risk Sharing Authority (CORSA) and acceptance of the 2019/2020 program costs;

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

Section 1. The Board hereby approves the 2019 Participation Agreement with the County Risk Sharing Authority (CORSA) as follows:

2019 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the Delaware County Board of Commissioners (the "Member"), a political subdivision of the State of Ohio, effective as of the first day of May, 2019 but actually executed on the 22nd day of April 2019.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by

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CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2022.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- a. To retain its membership in the County Commissioners Association of Ohio.
- b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.
- c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.
- d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- f. To cooperate fully with CORSA's attorneys, claims adjusters and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- g. To follow the loss reduction and prevention programs and procedures established by CORSA.
- h. To comply with the CORSA Policy Statement on local Agency Representation, as the same is in effect from time to time.
- i. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- j. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- k. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.
- I. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.

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- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

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VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2019 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

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XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111 (A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

- a. In the hiring of employees for the performance of work under this Participation Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:

Delaware County Board of Commissioners
10 Court St., 2nd Floor
Delaware, OH

If to CORSA:

County Risk Sharing Authority, Inc.
209 E. State Street
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

**EXHIBIT A
SUMMARY OF COVERAGES**

Please refer to binders, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

- 1) PROPERTY
 - a. Real Property
 - b. Towers and Covered Bridges
 - c. Property of the Member in the Open
 - d. Personal Property
 - e. Contractors Equipment
 - f. Automobile Physical Damage

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- g. Other Property
- 2) EQUIPMENT BREAKDOWN COVERAGES
- 3) TIME ELEMENT COVERAGES
- 3) CRIME
 - a. Employee Dishonesty/Faithful Performance
 - b. Money and Securities
 - c. Depositor's Forgery
 - d. Money Orders and Counterfeit Paper Currency
 - e. Fund Transfer Fraud
 - f. Computer Fraud
 - g. Dog Warden Blanket Bond
- 4) GENERAL LIABILITY
 - a. Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Products/Completed Operations, Medical Professional Liability
 - b. Medical Payments
- 5) LAW ENFORCEMENT LIABILITY
- 6) AUTOMOBILE LIABILITY
- 7) ERRORS AND OMISSIONS LIABILITY
- 8) OHIO STOP GAP EMPLOYERS LIABILITY
- 9) EMPLOYEE BENEFITS LIABILITY
- 10) PRIVACY AND SECURITY LIABILITY AND EXPENSE
- 11) ATTORNEY DISCIPLINARY PROCEEDINGS
- 12) DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF DEFENSE COSTS

Section 2. The Board hereby approves the CORSA 2019–2020 program costs and approves the Purchase Order and Voucher to CORSA in the amount of \$359,100.00 from Organizational Key 60111901.

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

13
RESOLUTION NO. 19-372

IN THE MATTER OF ADOPTING A POLICY TO ALLOW FOR THE USE OF AN EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY:

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

WHEREAS, Sub. House Bill 291, signed into law on December 20, 2018 and effective on March 20, 2019, enacted section 3.061 of the Revised Code, authorizing the use of an “employee dishonesty and faithful performance of duty policy” instead of individual surety bonds for officers, employees, and appointees who are otherwise required by law to give bond before entering upon the discharge of duties; and

WHEREAS, in accordance with section 3.061 of the Revised Code, the Board of Commissioners may adopt a policy, by resolution, to allow for the use of an employee dishonesty and faithful performance of duty policy, rather than a surety bond, to cover losses caused by the fraudulent or dishonest actions of, and the failure to perform a duty prescribed by law for, officers, employees, or appointees that would otherwise be required to give an individual surety bond to qualify for the office or employment before entering upon the discharge of duties imposed by the office or employment; and

WHEREAS, the employee dishonesty and faithful performance of duty policy shall be in effect and apply to the officer, employee, or appointee before the beginning of the individual’s term of office or employment, and the officer, employee, or appointee shall not commence the discharge of duties until coverage is documented as required by the Board of Commissioners; and

WHEREAS, the following shall apply to the policy adopted by the Board of Commissioners:

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- (1) An officer, employee, or appointee shall be considered qualified to hold the office or employment, without giving bond, on the date the oath of office is taken, certified, and filed as required by law;
- (2) Officer, employee, or appointee shall be entitled to enter upon the duties of the office or employment when the policy is in effect;
- (3) All officers, employees, or appointees who would otherwise be required to file a bond before commencing the discharge of duties shall be covered by and are subject to the employee dishonesty and faithful performance of duty policy instead of a surety bond requirement;
- (4) The coverage amount for an officer, employee, or appointee under an employee dishonesty and faithful performance of duty policy shall be equal to or greater than the maximum amount of the bond otherwise required by law, but if no amount, or only a minimum amount, of coverage is specified in law for the particular officer, employee, or appointee, the amount of coverage shall be an amount agreed upon by the legislative authority or the authority otherwise designated by law to determine the amount of the bond; and
- (5) Elected officials, prior to taking the oath of office and holding office, shall obtain approval of the intent to use the county’s CORSA coverage agreement and affirm that the county’s coverage complies with section 3.061 of the Revised Code. Said approval shall be obtained by the Board of Commissioners.

WHEREAS, Delaware County’s “employee dishonesty and faithful performance of duty policy” through the CORSA coverage document complies with ORC §3.061;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby authorizes the use of the county’s “employee dishonesty and faithful performance of duty policy,” rather than a surety bond, to cover losses caused by the fraudulent or dishonest actions of, and the failure to perform a duty prescribed by law for, officers, employees, or appointees that would otherwise be required to give an individual surety bond to qualify for the office or employment before entering upon the discharge of duties imposed by the office or employment.

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

14

RESOLUTION NO. 19-373

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR WORKERS’ COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES FOR DELAWARE COUNTY, OHIO:

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

WHEREAS, the Director of Administrative Services recommends approval of a Request for Proposals for Workers’ Compensation Third Party Administrator Services for Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Request for Proposals for Workers’ Compensation Third Party Administrator Services for Delaware County, Ohio and authorizes the following Public Notice:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners is seeking competitive sealed proposals from qualified firms for workers’ compensation third party administrator services. Proposals will be received at the Delaware County Commissioners’ Office, 10 Court Street, Delaware, Ohio 43015, until **4:30 p.m. on Friday, May 10, 2019**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents, with only names of offerors to be read aloud. One (1) original and four (4) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Human Resources office, 10 Court Street, Delaware, Ohio, during normal business hours. A pre-submission conference will be held at 10 Court Street, Delaware, Ohio on **April 29, 2019, at 3:30 p.m.** All offerors are strongly encouraged to attend.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. The Delaware County Board of Commissioners may award a contract to the offeror submitting the proposal deemed most advantageous to Delaware County in the Board’s sole discretion.

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

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15

RESOLUTION NO. 19-374

IN THE MATTER OF DIRECTING LEGAL COUNSEL TO ENTER AN APPEARANCE AND FILE OBJECTIONS IN THE MATTER OF THE JOINT PETITION OF NORFOLK SOUTHERN RAILWAY COMPANY AND CSX TRANSPORTATION, INC., TO CLOSE THE FRANKLIN STREET CROSSINGS (DOT NOS. 481482D AND 518257V) IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, the Delaware County Engineer has informed the Delaware County Board of Commissioners (the "Board") that Norfolk Southern Railway Company and CSX Transportation, Inc., have filed a joint petition with the Public Utilities Commission of Ohio ("PUCO") to close the Franklin Street crossings in Orange Township, Delaware County, Ohio; and

WHEREAS, PUCO has fixed a deadline of April 24, 2019, for interested parties to file comments in response to the petition; and

WHEREAS, the Board has grave concerns about the impact closing the Franklin Street crossings could have on emergency medical response, maintenance of traffic flow, providing safe crossing for local pedestrian and vehicular traffic, and appropriate detour routes during highway and railroad maintenance;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby directs the Board's Staff Attorney to enter an appearance and file objections in the matter of the Joint Petition of Norfolk Southern Railway Company and CSX Transportation, Inc., to Close the Franklin Street Crossings (DOT Nos. 481482D and 518257V) in Orange Township, Delaware County, Ohio, currently pending before PUCO.

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

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No Reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Will be attending the Tri-County ditch petition hearing tomorrow in Downtown Columbus.
-Attended the MORPC State of the Region luncheon on Thursday.
-Will be attending the CEBCO Retreat Thursday and Friday.
-The Olentangy Liberty High School 'In the Know' team won the championship this weekend.

Commissioner Lewis
-Thank you to Bethani (9-1-1 Dispatcher) for being very gracious in letting me listen to the various calls she takes.

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RESOLUTION NO. 19-375

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

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:

Section 1. The Board hereby adjourns into executive session for consideration of the purchase of property for public purposes; for pending or imminent litigation.

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

RESOLUTION NO. 19-376

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
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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. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners