

**COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 23, 2023**

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

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

**Absent:**  
**Jeff Benton, President**

**1**  
**RESOLUTION NO. 23-33**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 19, 2023:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 19, 2023; 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                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Absent

**2**  
**PUBLIC COMMENT**

None.

**3**  
**RESOLUTION NO. 23-34**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0120:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0120 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
NAPA Auto Parts (P2300050)	Facilities Service Department	10011106-5228	\$60,500.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R2301636	VENDNOVATION LLC	UCAPIT DISPENSING SOFTWARE	10011303 - 5320	\$5,160.00
R2301639	A LOVING HEART YOUTH SERVICES INC	RESIDENTIAL PLACEMENT	22511607 - 5342	\$105,000.00
R2301640	ADVANTAGE FAMILY OUTREACH & FOSTER CARE	PLACEMENT CARE	22511607 - 5342	\$75,000.00
R2301642	BUCKEYE RANCH INC	PLACEMENT CARE	22511607 - 5342	\$20,000.00
R2301643	CAREGIVERS HELPER INC	PLACEMENT CARE	22511607 - 5342	\$20,000.00
R2301644	LIFE START INC	PLACEMENT CARE	22511607 - 5342	\$40,000.00
R2301645	NATIONAL YOUTH ADVOCATE PROGRAM INC	PLACEMENT CARE	22511607 - 5342	\$60,000.00
R2301646	KIDS COUNT TOO INC	PLACEMENT CARE	22511607 - 5342	\$28,000.00
R2301647	EASTWAY CORPORATION	RESIDENTIAL PLACEMENT	22511607 - 5342	\$82,500.00
R2301648	HEALING PATHWAYS TRANSITIONAL	RESIDENTIAL PLACEMENT	22511607 - 5342	\$45,000.00
R2301649	NECCO LLC	PLACEMENT CARE	22511607 - 5342	\$20,000.00
R2301651	INTERACTION INSIGHT CORP	RECORDER SOFTWARE UPDATE	21411306 - 5320	\$17,490.00

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R2301673	SAFEBUILT OHIO LLC	OUTSOURCE INSPECTION AND PLAN REVIEW SERVICES	10011301 - 5301	\$50,000.00		
R2301684	TROJAN TECHNOLOGIES	UV LAMPS & SLEEVES FOR HOOVER WOODS & SCIOTO HILLS	66211900 - 5228	\$5,880.00		
R2301685	TROJAN TECHNOLOGIES	UV REPLACEMENT LAMPS & SLEEVES FOR OECC	66211900 - 5228	\$42,452.50		
R2301687	XYLEM WATER SOLUTIONS USA INC	STATIONS	66211900 - 5450	\$23,863.58		
Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Absent

**4  
RESOLUTION NO. 23-35**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND OUTSIDER ENTERTAINMENT, LLC FOR DIGITAL CONTENT CAPTURE SERVICES:**

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

WHEREAS, the Director of Communications recommends approval of the agreement between the Board of Delaware County Commissioners and Outsider Entertainment, LLC for Digital Content Capture Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Outsider Entertainment, LLC for Digital Content Capture Services.

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute the agreement with Outsider Entertainment, LLC for Digital Content Capture Services.

**SERVICES AGREEMENT  
Digital Content Capture Services**

This Agreement is made and entered into on January 23, 2023, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Outsider Entertainment, LLC, 1287 King Avenue, Suite 203, Columbus, Ohio 43212 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor shall provide video production services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated October 19, 2022, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Communications 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

**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 Services, 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 Proposal.

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- 4.2 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) without subsequent modification in writing signed by both Parties.
- 4.3 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 Services as set forth in the Proposal.

## **5 NOTICES**

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties' respective addresses set forth above. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

## **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 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 direction from the Project Manager and shall complete the Services in accordance with the Proposal no later than April 15, 2024.
- 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

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Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

## 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 Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 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 Services being performed

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hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

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

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

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

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

**5**  
**RESOLUTION NO. 23-36**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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, including the purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the County Engineer and the Engineer’s Assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a 2024 Volvo VHD64F 300 Daycab Truck and a Gen 3 MowerMax Boom Mower for use in performing the office’s official duties; and

WHEREAS, the Board participates in Ohio Department of Transportation’s cooperative purchasing program (the “Program”), and the truck and boom mower are available for purchase via the Program;

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

Section 1. The Board hereby authorizes the purchase of one (1) 2024 Volvo VHD64F 300 Daycab Truck from Fremont White Truck Sales and Service for the price of \$134,030.22.

Section 2. The Board hereby authorizes the purchase of (1) Gen 3 MowerMax Boom Mower from Atmax Equipment Co. for the price of \$130,909.50.

Section 3. The purchase authorized in Section 1 shall be subject to the Program’s Contract #023-23, which is fully incorporated herein and of which the purchase order shall be made a part. The purchase authorized in Section 2 shall be subject to the Program’s Contract #099-22, which is fully incorporated herein and of which the purchase order shall be made a part.

Section 4. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

**6**  
**RESOLUTION NO. 23-37**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CT CONSULTANTS, INC., FOR DEL-TR100-0.10-SHANAHAN ROAD IMPROVEMENTS:**

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

WHEREAS, section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering

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services in the state; and

WHEREAS, the County Engineer has received proposals from consulting firms interested in providing services for the project known as DEL-TR100-0.01, Shanahan Road Improvements; and

WHEREAS, the County Engineer has selected the consulting firm of CT Consultants, Inc., through a qualifications-based selection process, has negotiated a fee and agreement to provide the required services for general engineering, and requests that the Board enter into Contract with said firm;

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  
DEL-TR100-0.10 ~ Shanahan Road Improvements  
Contract #E1211**

This Agreement is made and entered into this 23<sup>rd</sup> day of January, 2023, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **CT Consultants, Inc.**, 7965 N High Street, Suite 340, Columbus, Ohio 43235, (“Consultant”), each individually referred to herein as a “Party” and collectively referred to as the “Parties.”

**1 SERVICES PROVIDED BY CONSULTANT**

1.1 The Consultant shall provide professional design services to the County for the road improvement project known as Shanahan Road Improvements (DEL-TR100-0.10, PID 1211), consisting of the widening of Shanahan Road to a three lane section from US 23 to North Road, with such professional design services including the preparation of construction and right of way plans (the “Services”).

Part 1 of the professional design services include Preliminary Engineering through Stage 1 plans. Part 2 services include preparation of final construction and right of way plans.

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 The Services shall be more fully described in, and rendered by the Consultant in accordance with, the following documents, to be retained and on file with each Party, and by this reference fully incorporated into this Agreement:

- 1.3.1 Scope of Services last revised: November 9, 2022
- 1.3.2 Scope Narrative last revised: November 9, 2022
- 1.3.3 Proposal for Professional Engineering Services – Part 1 last revised: November 9, 2022

**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 in writing, commencement, suspension or termination of the Services performed under this Agreement.

**3 AGREEMENT AND MODIFICATIONS**

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, 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:

- a. For all Services described in the Scope of Services and Fee Proposal as “Part 1 - Authorized Fee,” which includes Preliminary Engineering through Stage 1 plans, the lump sum fee shall be **\$273,779.00**.
- b. Part 2 Services and Fees, which include the Environmental Engineering, Final Engineering and R/W Phases, shall be determined after Part 1 is complete. Part 2 shall be approved per a modification.

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- c. For all Services described in the Scope of Services and Fee Proposal as “If Authorized,” payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$16,303.00**.
- 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 **\$290,082.00** without a subsequent written modification signed by both Parties.
- 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 Services as set forth in the Scope of Services.

**5 NOTICES**

- 5.1 “Notices” issued under this Agreement shall be served by U.S. Certified Mail on the individuals 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: Tiffany A. Jenkins, P.E.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: CT Consultants, Inc.  
Bruce Fraser, P.E.

Address of Firm: 7965 N. High Street, Suite 340

City, State, Zip: Columbus, Ohio 43235

Telephone: 614-885-1700

Email: BFraser@ctconsultants.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”) from the Project Manager and shall complete the Services by December 31, 2024.
- 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**

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- 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 not take effect unless and until approved in a writing signed 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 in performance of the services hereunder.

**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.
- 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



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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.
- 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

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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.

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

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

**7  
RESOLUTION NO. 23-38**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT2023-0004	SPECTRUM	GREEN COOK RD	CABLE
UT2023-0005	COLUMBIA GAS	WILSON ROAD	NATURAL GAS
UT2023-0006	SPECTRUM	N HAMPTON DR	CABLE
UT2023-0008	COLUMBIA GAS	CARRIAGE DR	GAS SERVICE
UT2023-0009	AEP	ROBINS RD	OH POWER

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

**8  
RESOLUTION NO. 23-39**

**IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2022:**

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

WHEREAS, pursuant to section 4501.04(D) of the Revised Code, each board of county commissioners shall certify in writing to the director of the Ohio Department of Transportation (“ODOT”) the actual number of miles under the board of county commissioners’ statutory jurisdiction which are used by and maintained for the public; and

WHEREAS, ODOT has submitted a summary report of changes to Delaware County road mileage according to the ODOT road inventory, and the Delaware County Engineer has reviewed the summary report; and

WHEREAS, the road mileage as certified by the Delaware County Board of Commissioners for the year ending December 31, 2021, was 335.220 miles; and

WHEREAS, no additions or decreases to county road mileage were made in 2022; and

WHEREAS, the County Engineer recommends certification of Delaware County road mileage as 335.220 miles as of December 31, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following 2022 County Highway System Mileage Certification and authorizes the County Engineer to transmit copies of the same to ODOT as required by section 4501.04 of the Revised Code:

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**2022 County Highway System Mileage Certification**

Note: This form must be submitted to ODOT no later than March 1, 2023,  
Or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Delaware County  
was 335.220 miles as of December 31, 2021,  
as certified by the Board of County Commissioners and/or reported by the Director of Transportation  
in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in 2022 and determine the net increase or decrease in mileage.  
Add the net change to the 2021 certified mileage above and fill in the new total below.

We, the undersigned, hereby certify that as of December 31, 2022,  
the county was responsible for maintaining 335.220 miles of public roads.

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

**9  
RESOLUTION NO. 23-40**

**IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RETURNING  
CONSTRUCTION BONDS FOR PIATT PRESERVE EXTENSION SECTION 1 AND PIATT  
PRESERVE EXTENSION SECTION 2:**

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

WHEREAS, the roadway construction has been completed for the projects known as Piatt Preserve Extension  
Section 1 and Piatt Preserve Extension Section 2 (the "Projects"); and

WHEREAS, as the result of the Engineer's recent field review of the Projects, the Engineer has determined  
that only minor remedial work remains which can be accomplished during the subsequent one year  
maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner's Agreement, the maintenance  
bonds be set at \$98,000.00 for Piatt Preserve Extension Section 1 and at \$76,500.00 for Piatt Preserve  
Extension Section 2 and that the Projects be placed on the required one year maintenance period; and

WHEREAS, D.R. Horton- Indiana, LLC (the "Principal") has provided maintenance bonds in the required  
amounts to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bonds for the  
Projects to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves  
establishing maintenance bonds for the Projects and returning the construction bonds for the Projects to the  
Principal as outlined herein.

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

**10  
ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-No reports.

Dawn Huston, Deputy Administrator  
-No reports.

**11  
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
-Thank you to the Engineer's office and townships for their work in clearing the roads.

Commissioner Merrell  
-Attended the CCAO board meeting last Friday.

**12  
RESOLUTION NO. 23-41**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF  
PENDING OR IMMINENT LITIGATION:**

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

WHEREAS, pursuant to section 121.23(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 121.23(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 pending or imminent litigation.

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

**RESOLUTION NO. 23-42**

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

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

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

There being no further business, the meeting adjourned.

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

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

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

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