

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 30, 2008

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

Present: Glenn A. Evans, James D. Ward
Absent: Kristopher W. Jordan (Present starting at resolution No.08-773)

PUBLIC COMMENT

RESOLUTION NO. 08-762

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 26, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held June 26, 2008 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-763

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0627 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0627:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0627, memo transfers in batch numbers MTAPR0627 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Vouchers			
Northwestern OH Security Systems	Access Control One Stop	40111402-5410	\$ 30,130.56
Northwestern OH Security Systems	Security System One Stop	40111402-5410	\$ 8,992.97
Downes, Hurst and Fishel, Attys	Legal Services	10011303-5361	\$ 5,482.67
La Petite Academy Sumitview	Day Care	22411610-5348	\$ 5,000.32
Delaware County Bank	May 08 Lock Box Services	66290402-5328	\$ 10,780.29
Memo Transfer Voucher			
From	To		
CSEA	Commissioners	June 08 Rent	\$ 7,520.17
23711630-5335	10011101-4233		
Family Children’s first	Health District	OH Children's	\$ 5,129.86
22811609-5301	70251501-4560	Trust Fund	
Vote on Motion	Mr. Jordan	Absent	Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08 -764

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Juvenile Court is requesting that Amanda Clements attend a Microsoft Excel Advanced Training in Columbus, Ohio August 27, 2008, at no cost.

The Department of Job and Family services is requesting a revision to Jacqueline Schonauers previously approved travel request for a User Group Training to reflect the revised dates of July 14-15, 2008; no change in cost.

The Child Support Enforcement Agency is requesting that Joyce Rhodes attend QUIC User Group (State’s Fiscal System) Training in Newark, Ohio July 14-15, 2008, at no cost.

The EMS Department is requesting a revision to Angela Underhill’s previously approved travel request for a Pediatric Advanced Life Support Training to reflect the revised dates of October 2-3, 2008; no change in cost.

The EMS Department is requesting that Dan Boone attend a Weapons of Mass Destruction Incident Management Training in Anniston, Alabama September 21-27, 2008, at no cost.

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The EMS Department is requesting that Brad Fischer attend an Advanced Medical Life Support Class in Morrow County July 27, 2008, at no cost.

The Department of Job and Family Services is requesting that Debra Benjamin attend a Job and Family Services HR Association Meeting in Delaware, Ohio July 9, 2008, at the cost of \$25.00.

The Sheriff’s Office is requesting that Terry Donaugh and David Buttler attend a Training Class in Summit County September 10-11, 2008, at the cost of \$628.00.

The Department of Job and Family Services is requesting that Sue Ware attend Leadership Delaware at the cost of \$750.00.

The Administrative Services Department is requesting that Dawn Huston attend a seminar on Arbitration and Religious Discrimination July 11, 2008 at no cost.

The EMS Department is requesting a revision to Matt Fletcher’s and Joe Schick’s previously approved travel request for a June 8-12, 2008 NENA Conference to reflect a \$60.00 registration increase.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-765

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO BENJAMIN A. BAKER UPON EARNING HIS EAGLE SCOUT AWARD:

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, Benjamin A. Baker has been a member of Boy Scout Troop # 843; and

WHEREAS, Benjamin A. Baker has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Benjamin A. Baker on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Benjamin A. Baker on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-766

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR 16.626 ACRES OWNED BY CONSOLIDATED ELECTRIC COOPERATIVE, INC.:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Ditch Maintenance Petition-16.626 Acres Owned By Consolidated Electric Cooperative, Inc

We the undersigned owners of 16.626 acres in O.R.V. 70, page 1802 in Brown Township, Delaware County, Ohio as evidenced by the attached plat of survey (Exhibit “A” which is available at the County Engineer’s Office) propose to construct drainage improvements on the aforementioned acreage. The required drainage easements for these improvements are attached in Exhibit “B” (available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the 16.626 acre lot to cover the cost of current and future maintenance of the improvements.

We (Consolidated Electric Cooperative, Inc) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (Consolidated Electric Cooperative, Inc) have provided the appropriate easements for the drainage maintenance. We (Consolidated Electric Cooperative, Inc) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$85,919.90 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the 16.626 acre commercial development. An annual maintenance fee equal to 2% of the total will be collected for the 16.626 acre commercial development. We (**Consolidated Electric Cooperative, Inc**) understand that the basis

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for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for the 16.626 acre commercial lot in the amount of \$1,718.40 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-767

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR MANSARD ESTATES SECTION 1:

It was moved by Mr. Evans, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

Mansard Estates Section 1

The roadways to be accepted are as follows:

- An addition of 0.32 mile to **Township Road Number 1339, Braymoore Drive**
- **Cornice Court**, to be known as **Township Road Number 1583**
- **Chimney Court**, to be known as **Township Road Number 1584**
- **Cupola Court**, to be known as **Township Road Number 1585**
- **Gypsum Court**, to be known as **Township Road Number 1586**

The Engineer also recommend that 25 mile per hour speed limits be established throughout the project.

The Engineer also request approval to return the Bond being held as maintenance surety to the developer, M/I Homes. A letter authorizing release of the Bond is available for your approval.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-768

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR MANSARD ESTATES SECTION 1:

It was moved by Mr. Evans, seconded by Mr. Ward to establish stop conditions for the following:

Stop Conditions –Mansard Estates Section 1

- On Township Road Number 1339, Braymoore Drive, at its intersection with County Road Number 13, Worthington Road
- On Township Road Number 1584, Chimney Court, at its intersection with Township Road Number 1583, Cornice Court
- On Township Road Number 1585, Cupola Court, at its intersection with Township Road Number 1583, Cornice Court
- Two stop conditions on Township Road Number 1586, Gypsum Court, at its intersections with Township Road Number 1339, Braymore Drive
- On Township Road Number 1586, Gypsum Court, at its intersection with Township Road Number 1585, Cupola Court

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-769

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

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U08-064	WOW	S. OLD STATE ROAD	INSTALL CABLE IN ROW
U08-065	EMBARQ	ROME CORNERS RD	INSTALL CABLE IN ROW

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

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RESOLUTION NO. 08-770

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH
DOUBLE Z CONSTRUCTION COMPANY FOR THE PATRICK ROAD BRIDGE OVER CULVER CREEK
BRIDGE REPLACEMENT PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Bid and approving the following contract:

Patrick Road Bridge over Culver Creek Bid Opening of June 24, 2008

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction Company of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Also available are two copies of the Contract with Double Z for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Prosecutor’s and Auditor’s Certifications, etc.) are in place for this project.

CONTRACT

THIS AGREEMENT is made this 30th day of June, 2008 by and between Double Z Construction, Co., hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

2550 Harrison Road
Columbus, Ohio 43204

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; namely, the “DEL-TR 50-3.20 Patrick Road over Culver Creek Bridge Replacement Project”, 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 **Three Hundred Sixty-Three Thousand Four Hundred Twenty-Six Dollars and zero cents (\$ 363,426.00)**, 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
- i. 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.

Vote on Motion Mr. Jordan Absent Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-771

IN THE MATTER OF ENTERING INTO CONTRACT WITH DLZ OHIO, INC FOR DESIGN ENGINEERING
SERVICES RELATED TO REPLACEMENT OF THE WARRENSBURG ROAD BRIDGE OVER DELAWARE
RUN (DEL-CR172-3.39) IN DELAWARE TOWNSHIP:

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It was moved by Mr. Evans, and seconded by Mr. Ward to enter into the following contract:

ENGINEERING SERVICES AGREEMENT

**WARRENSBURG ROAD BRIDGE OVER DELAWARE RUN (DEL-CR172-3.39)
PRELIMINARY ENGINEERING AND FINAL DESIGN**

Section 1 – Parties to the Agreement:

Agreement made and entered into this 30th day of June, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of DLZ Ohio, Inc., 6121 Huntley Road, Columbus, OH 43229 (“Consultant”).

Section 2 – Contract Administrator:

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed under this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work):

Consultant agrees to furnish, unto the County, professional engineering services for the project known as Warrensburg Road Bridge over Delaware Run (DEL-CR172-3.39) including those services listed in the Scope of Services agreed upon by the County and Consultant, dated May 13, 2008, and the Price Proposal dated May 30, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work prompt and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation:

Compensation for Work performed under this Agreement shall be based on a lump sum base fee not to exceed Ninety Five Thousand Six Hundred Fifty Eight dollars (\$95,658) and a total maximum fee not to exceed One Hundred Twenty Six Thousand Twenty Two Dollars (\$126,022) which includes separately itemized tasks to be performed only with written authorization of the Administrator and as detailed in the Consultant’s aforementioned Price Proposal.

Section 5 – Payment:

Compensation shall be paid based on estimates, made no more than once per month, of the percentage of work completed to date. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If-Authorized” task listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation substantiating said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions:

All Work associated with this Agreement shall be completed by the Consultant no later than May 15, 2010. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance:

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

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7.5 Additional Insureds: The 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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.

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

Section 8 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County and its 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.

Section 9 – Termination of Agreement:

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work:

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, 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.

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all deliverable documents created specifically for the purposes of Work under this Agreement. The County shall have ownership of said copies, 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. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Consultant Staff Assigned to the Work:

The Consultant shall notify the County, within seven (7) days and in writing, of any change to Consultant's staff members or any subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions:

13.1 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 project, without the prior express written consent of County.

13.2 Entire Agreement: 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

13.3 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.

13.4 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.

13.5 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

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or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 13.6 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.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

RESOLUTION NO. 08-772

IN THE MATTER OF ENTERING INTO CONTRACT WITH JOBES HENDERSON AND ASSOCIATES FOR DESIGN ENGINEERING SERVICES RELATED TO REPLACEMENT OF THE PANHANDLE ROAD BRIDGE OVER HORSESHOE RUN (DEL-CR215-1.51) IN TROY TOWNSHIP:

It was moved by Mr. Evans, and seconded by Mr. Ward to enter into the following contract:

ENGINEERING SERVICES AGREEMENT

PANHANDLE ROAD BRIDGE OVER HORSESHOE RUN (DEL-CR215-1.51)
PRELIMINARY ENGINEERING AND FINAL DESIGN

Section 1 – Parties to the Agreement:
Agreement made and entered into this 30th day of June, 2008 by and between the Delaware County Board of

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Commissioners, Delaware County, Ohio ("County"), and the firm of Jobes Henderson and Associates, Inc., 59 Grant Street, Newark, Ohio 430155 ("Consultant").

Section 2 – Contract Administrator:

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed under this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work):

Consultant agrees to furnish, unto the County, professional engineering services for the project known as Panhandle Road over Horseshoe Run (DEL-CR215-1.51) including services listed in the Scope of Services agreed upon by the County and Consultant, dated May 1, 2008, and the Price Proposal dated May 28, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work prompt and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation:

Compensation for Work performed under this Agreement shall be based on a lump sum base fee not to exceed Ninety Thousand One Hundred Twenty Two dollars (\$90,122) and a total maximum fee not to exceed One Hundred Eight Thousand Three Hundred Ninety One Dollars (\$108,391) which includes separately itemized tasks to be performed only with authorization of the Administrator and as detailed in the Consultant's aforementioned Price Proposal.

Section 5 – Payment:

Compensation shall be paid based on estimates, made no more than once per month, of the percentage of work completed to date. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. Consultant shall not commence any "If-Authorized" task listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation substantiating said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions:

All Work associated with this Agreement shall be completed by the Consultant no later than May 15, 2010. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance:

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 Additional Insureds: The 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 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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Section 8 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County and its 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 extent caused in whole or part 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.

Section 9 – Termination of Agreement:

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work:

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, 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.

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of Work under this Agreement. 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. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Consultant Staff Assigned to the Work:

The Consultant shall notify the County, within seven (7) days and in writing, of any change to Consultant's staff members or any subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions:

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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 project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** 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 subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or

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issued against it by the State of Ohio.

- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Evans Aye Mr. Jordan Absent Mr. Ward Aye

RESOLUTION NO. 08-773

IN THE MATTER OF APPROVING THE PURCHASE OF MOBILE DATA TERMINALS:

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, Delaware County received the FY07 State Homeland Security Grant in the amount of \$147,400.00, and;

WHEREAS, the Threat, Risk and Needs (TRN) Committee recommended and the County Board of Commissioners approved to utilize these funds to provide public safety forces throughout the County the ability to better mitigate, plan, respond and recover from a Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Incident by acquiring thirty-nine mobile data terminals, CBRNE compliant SCBAs, and an N95 Mask tester;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the Purchase Orders of mobile data terminals from Account Number 21511318 as follows:

21511318-5201 General Supplies	GovConnection	\$100,000.00
21511318-5260 Inventoried Tool >\$1000 < \$4999	DELL	\$ 21,835.94

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-774

IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY

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COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

LifePoint Christian Preschool

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective June 1, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LifePoint Christian Preschool entered into on the 1st day of June, 2008

New Rates:	Full Time	Part Time	Hourly
Infants:	\$ 180.00	\$ 150.00	\$ 8.76
Toddlers:	\$ 160.00	\$ 125.00	\$ 8.15
Pre-K:	\$ 140.00	\$ 102.58	\$ 5.84
Pre-K Only:	\$ 55.00	\$ 55.00	\$ 5.84

Brianna Kinniard

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective May 29, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brianna Kinniard entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$25,000 to \$75,000.

Kindercare Learning Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective May 29, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center 10655 Sawmill entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000.00 to \$100,000.00.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-775

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
DELAWARE COUNTY SHERIFF; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND THE DELAWARE COUNTY COMMISSIONERS FOR A CHILDREN’S SERVICES
DEPUTY:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

MEMORANDUM OF UNDERSTANDING

THE DELAWARE COUNTY SHERIFF
And
THE DELAWARE COUNTY JOB AND FAMILY SERVICES

This Memorandum of Understanding made and entered into this 30th day of June 2008 is by and between the Delaware County Sheriff (hereinafter Sheriff) and the Board of Commissioners of Delaware County on behalf of Delaware County Department of Job & Family Services (hereinafter referred to as DCJFS and/or Agency). The Sheriff may also refer to Deputy Sheriff(s) as may be designated for such duties enumerated herein.

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WITNESSETH:

WHEREAS the Sheriff is charged with preserving the public peace and such other duties as enumerated under R.C. Section 311.07; and

WHEREAS DCJFS is charged with providing protective services for children of Delaware County; and

WHEREAS the Sheriff and DCJFS have agreed to jointly employ and train a Deputy specifically for Children Services cases and further facilitate communication between such entities while performing such statutory duties;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Sheriff will provide service of process as needed for DCJFS to parties in legal actions initiated or referred by the Agency within 24 hours of acknowledgement that the Delaware County Sheriff’s Office Detective division has received a referral.
2. The Sheriff will respond to reports of criminal activity, including allegations of sexual and physical abuse as such duty is required under law.
3. The Sheriff will be responsible for investigating aforementioned cases and providing documentation of interviews, follow-up and any case material upon request of Job and Family Services.
4. When necessary, as determined by the Sheriff and in cooperation with DCJFS, the Sheriff may provide security during removal of children as conditions require.
5. The Sheriff’s Office and DCJFS agree to communicate openly as permitted under State and Federal Law and further agree that regular meetings among representatives of the Sheriff and DCJFS is in the best interests of all concerned.
6. The Sheriff’s Office will collaborate with Job and Family Services in conducting periodic reviews and evaluations of personnel.
7. Job and Family Services will contribute no less than 50% of the salary and benefits of a Deputy Sheriff assigned to such duties in conformance with this agreement, and such Deputy’s overtime costs related to DCJFS cases, and such Deputy shall serve under the supervision and authority of the Sheriff at all times.
8. Nothing in this Memorandum of Understanding is intended to, nor shall it, abrogate the statutory responsibilities or duties of the parties. Approval of this Memorandum of Understanding is not intended to, and the parties agree it does not, represent any comment as to the performance of the parties as required under Ohio or Federal law.
9. The Memorandum of Understanding shall remain in effect for a period of one (1) year unless otherwise agreed by the parties and shall be subject to review and renewable annually.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-776

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT FOR PRETRIAL SUPERVISION:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Grant #	2008-JG-C01-T9979
Source:	Ohio Criminal Justice Services
Grant Period:	January 1, 2009 to December 31, 2009
Federal Grant Amount:	\$ 43,798.92
Local Match:	<u>\$ 14,599.64</u>
Total Grant Amount:	\$ 58,398.56

The Grant is designed to divert individuals charged with a felony from the Delaware County Jail. The grant pays for a pretrial officer to determine what offenders are eligible for bond and what level of supervision is appropriate. The officer then supervises the offenders placed on pretrial supervision. The offenders may be placed on GPS house arrest, drug tested, referred to substance abuse, mental health and employment programming.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

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RESOLUTION NO. 08-777

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT FOR MENTAL HEALTH DOCKET:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Grant #	2008-JG-C01-T10108
Source:	Ohio Criminal Justice Services
Grant Period:	January 1, 2009 to December 31, 2009
Federal Grant Amount:	\$ 41,073.75
Total Local Match:	\$ <u>13,691.25</u>
County Match	\$ 6,845.63
City Match	\$ 6,845.63
Total Grant Amount:	\$ 54,765.00

The Grant is designed to work in conjunction with Delaware Municipal Court to divert offenders with specific mental health diagnosis from incarceration. This will be accomplished via a mental health docket. Offenders will meet with the presiding judge every two weeks initially to ensure compliance with the program. Contact with the judge will gradually be reduced. Delaware Morrow Mental Health Recovery Services Board is funding the Docket Coordinator and Mental Health Docket Liason. The grant will pay for the mental health probation officer and necessary supplies.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-778

IN THE MATTER OF APPROVING A MODIFICATION TO THE DIRECTOR OF THE CHILD SUPPORT
ENFORCEMENT AGENCY’S JOB DESCRIPTION AND APPROVING JOYCE RHODES AS THE
DIRECTOR EFFECTIVE JUNE 30, 2008:

It was moved by Mr. Evans, seconded by Mr. Ward to approve a modification to The Director Of The Child Support Enforcement Agency’s Job Description and approving Joyce Rhodes As The Director; effective June 30, 2008.

(A copy of the job description is available in the Administrative Services Department; until no longer of administrative value).

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners