

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 16, 2010

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 10-1069

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 12, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 12, 2010; and

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

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

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

(Refer To Cd Minutes For Entire Record)

Mona Reilly, Director Job And Family Services

Has Been Working On Gathering Information On Discount Prescription Drug Programs (National Association Of County Commissioners And United Network Of America). Recommending And Moving Forward With United Network Of America.

Eugene L. Hollins With Wiles, Boyle, Burkholder & Bringardner, Co. LPA Here To Address Resolution No. 10-1074; Granting The Annexation Petition Of 2.501 Acres Of Land In Liberty Township To The City Of Powell.

RESOLUTION NO. 10-1070

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0813:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0813 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|----------------------|--------------------|----------------|---------------|
| PO Decrease | | | |
| BP Products | Gasoline | 10011106-5228 | \$ 13,500.00 |
| Atlas | Gasoline | 10011106-5228 | \$ 6,500.00 |
| PO' Increase | | | |
| Delaware County Bank | Sewer Billing | 66211903-5328 | \$ 9,000.00 |
| Delaware County Bank | Sewer Billing | 66211904-5328 | \$ 9,000.00 |
| Beem's | Gasoline | 10011106-5228 | \$ 20,000.00 |
| PNC | Procurement Card | 10011105-5260 | \$ 5,000.00 |

| <u>PR Number</u> | <u>Vendor Name</u> | <u>Line Desc</u> | <u>Line Account</u> | <u>Line Amount</u> | <u>Line Number</u> |
|------------------|------------------------------------|--|---------------------|--------------------|--------------------|
| R1005469 | DESIGN BUILD SOLUTIONS INC | WILLIS CANOPY | 40111402 - 5268 | 16,096.00 | 0001 |
| R1005483 | CONCORD/SCIOTO COMMUNITY AUTHORITY | LSWRF FACILITY PAYMENTS | 66611905 - 5415 | 3,500,000.00 | 0001 |
| R1005526 | BLUES AUTO SERVICE INC | MULTIPLE VEHICLES VANDALIZED AT WALKER WOODS | 60111901 - 5370 | 10,000.00 | 0001 |
| R1005537 | INDUSTRIAL ENVIRONMENTAL | FALL PROTECTION AND CONFINED SPACE EQUIPMENT | 66211903 - 5260 | 5,250.00 | 0001 |

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|----------|-----------------------------|---|-----------------|----------|------|
| R1005537 | INDUSTRIAL ENVIRONMENTAL | FALL PROTECTION AND CONFINED SPACE EQUIPMENT | 66211904 - 5260 | 1,270.00 | 0002 |
| R1005537 | INDUSTRIAL ENVIRONMENTAL | FALL PROTECTION AND CONFINED SPACE EQUIPMENT | 66211904 - 5225 | 3,980.00 | 0003 |

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1071

IN THE MATTER OF APPROVING PURCHASE ORDERS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to Purchase Orders as listed below:

| PR Number | Vendor Name | Line Desc | Line Account | Line Amount | Line Number |
|-----------|--|--------------------------|-----------------|-------------|-------------|
| R1005635 | INTERNATIONAL ECONOMIC DEVMT COUNCIL | IEDC -ATTEND MAINTAIN | 21011113 - 5305 | \$315.00 | 0001 |

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1072

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Child Support Enforcement Agency is requesting that Christine Dobrovich and Matthew Smith attend an Advanced Hearing Officer Training in Lancaster, Ohio September 1, 2010, at the cost of \$150.00 (Fund Number 23711630).

The EMS Department is requesting that Daniel Boone Sr. attend an EMS Response to Biological Events in Cincinnati, Ohio September 14-15, 2010, at no cost.

The Auditor's Office is requesting that Jane Tinker attend the GFOA Annual Conference in Columbus, Ohio September 15, 2010, at the cost of \$180.00 (Fund Number 10010101).

The Auditor's Office is requesting that Dedra Hall attend the Government Year End and 2011 For Payroll in Columbus, Ohio October 29, 2010, at the cost of \$240.00 (Fund Number 10010101).

The Coroner's Office is requesting that Earl Crowe attend a Forensic Specialties For Death Investigation in New York City March 21-25, 2011; at no cost to the County.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-1073

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS RECOGNIZING HARLEM TOWNSHIP'S BICENTENNIAL ANNIVERSARY:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, on September 11, 2010, Harlem Township will be 200 years old, and

Whereas, on August 21 and 22, 2010, residents and friends of Harlem Township will celebrate the township's 200th birthday, and

Whereas, during this weekend events will be held at Harlem Township's Community Park, across from the firehouse in Center Village; and

Whereas, attractions being scheduled include a parade lead by a Conestoga wagon carrying our first settlers, Civil War encampment, antique tractor display, flower show, Native American storyteller, musical entertainment, re-enactors, museum display of township memorabilia, historical and educational displays, craftspersons, and vendors, games, tractor pull, children's tractor pull, a period ball, and, of course, food vendors;

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NOW THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners recognize Harlem Township's Bicentennial Anniversary.

FURTHER BE IT RESOLVED, this Board of County Commissioners looks forward to the continued prosperity and growth of Harlem Township in the future.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1074

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 2.501 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following resolution:

Whereas, on July 19, 2010, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Eugene L. Hollins With Wiles, Boyle, Burkholder & Bringardner, Co. LPA, agent for the petitioner, of 2.501 acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 2.501 acres, more or less, in Liberty Township to the City of Powell.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 10-1075

IN THE MATTER OF APPROVING A REAL ESTATE ACQUISITION SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE ROBERT WEILER COMPANY:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the Real Estate Acquisition Services Agreement between The Delaware County Commissioners and The Robert Weiler Company;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Real Estate Acquisition Services Agreement between The Delaware County Commissioners and The Robert Weiler Company:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

Agreement made and entered into this 16th day of August, 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of The Robert Weiler Company, 41 South High Street, Suite 1010, Columbus, Ohio 43215 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Low Value Analysis, for parcels under \$10,000 in value;
- C. Negotiation Services;
- D. Title Work and Closing;
- E. Right-of-Way acquisition Procedures Development;

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F. Survey

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section I, an amount not to exceed \$50,000.00. Costs will vary depending on actual time required to perform the services requested.
- 4.2 The actual cost plus reimbursable expenses, as incurred by the Consultant in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$50,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2011 or when the amount of \$50,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date of the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provided all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide written detailed cost proposal for each project at the request of the County prior to services being performed.
- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

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 one (1) year following completion of the services rendered as part of this Agreement, 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.

Section 8 – Indemnification

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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.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employee's, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets."

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, 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, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or 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

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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. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1076

IN THE MATTER OF APPROVING A REAL ESTATE ACQUISITION SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BRIAN W. BARNES & CO., INC:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the Real Estate Acquisition Services Agreement between The Delaware County Commissioners and Brian W. Barnes & Co., Inc;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Real Estate Acquisition Services Agreement between The Delaware County Commissioners and Brian W. Barnes & Co., Inc..

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

Agreement made and entered into this 16th day of August , 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Brian W. Barnes & Co., Inc. 5900 Sawmill Road,

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Suite 120, Dublin, Ohio 43017-2539

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Low Value Analysis, for parcels under \$10,000 in value;
- C. Negotiation Services;
- D. Title Work and Closing;
- E. Right-of-Way acquisition Procedures Development;
- F. Survey

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section I, an amount not to exceed \$50,000.00. Costs will vary depending on actual time required to perform the services requested.
- 4.2 The actual cost plus reimbursable expenses, as incurred by the Consultant in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$50,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2011 or when the amount of \$50,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date of the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provided all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide written detailed cost proposal for each project at the request of the County prior to services being performed.
- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

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 one (1) year

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following completion of the services rendered as part of this Agreement, 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.

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.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employee's, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets."

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, 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, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or 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.

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- 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 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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-1077

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THE BOARD

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 16, 2010**

OF DELAWARE COUNTY COMMISSIONERS AND ANTOINETTE M. EVANS FOR THE SAWMILL PARKWAY EXTENSION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the contract Of Sale and Purchase between the Board of Delaware County Commissioners and Antoinette M. Evans For The Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract of Sale and Purchase between the Board of Delaware County Commissioners and Antoinette M. Evans for The Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 16TH day of August, 2010, Antoinette M. Evans, whose address is 2517 Bean-Oller Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
39 WL, WL-1, WD, T, T-1 Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Fifteen Thousand Dollars (\$15,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

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5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

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13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1078

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A RENEWAL APPLICATION FOR AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR A DRUG PROSECUTOR IN 2011:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Grant #: Continuation of 2009-JG-A01-6733
Source: Ohio Office of Criminal Justice Services
Grant Period: January 1, 2011 - December 31, 2011

State Grant Amount: \$73,554.00
Local Match: \$24,518.00
Total Grant Amount: \$98,072.00

This Grant would allow us to retain Kyle Rohrer as the current drug prosecutor. He has made vast progress towards increasing indictments, convictions and taking drug dealers and users out of the community. However, the amount of drugs and growing population make it crucial that the prosecutor's office secure funding to keep his position.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1079

IN THE MATTER OF AMENDING RESOLUTION NO. 10-944, APPROVING CHANGE ORDER #2 OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENT PROJECT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, Fabrizi Trucking and Paving Company, Inc. ("Fabrizi") is under contract to install the Cheshire Elementary School Sanitary Sewer Improvements; and

WHEREAS, on July 19, 2010, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 10-944, approving Change Order #2 to the contract with Fabrizi, setting forth a current contract price of \$1,061,075.00; and

WHEREAS, the Sanitary Engineer's Office has determined that the current contract price, as stated in Resolution No. 10-944, is incorrect and the result of a scrivener's error; and

WHEREAS, an increase of \$227.00 to the current contract price, resulting in a new contract price of \$1,061,302.00, is necessary to correct the discrepancy; and

WHEREAS, the same error was also made in the text of Change Order #2, requiring a new Change Order #2 to be approved and issued;

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby amends Resolution No. 10-944 to state the “total amount of the contract” as \$1,061,302.00.

Section 2. The Board hereby approves Change Order #2 to the contract with Fabrizi for the Cheshire Elementary School Sanitary Sewer Improvement Project. This Change Order #2 shall replace the Change Order #2 approved in Resolution No. 10-944 and shall relate back to the original date of issuance.

Section 3. The remaining provisions of Resolution No. 10-944 not specifically amended herein shall remain in full force and effect.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-1080

IN THE MATTER OF APPROVING CHANGE ORDER #3 OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENT PROJECT:

It was moved by Mr. Hanks, seconded by Mr. O’Brien to approve the following:

Whereas, Fabrizi Trucking and Paving Company is under contract to install the Cheshire Elementary School Sanitary Sewer Improvements; and

Whereas, unforeseen subsurface conditions below Cheshire Road have necessitated an open cut of Cheshire Road and Red Robin Way to install the sewer in lieu of boring the sewer, and

Whereas, repair of the pavement and restoration of other existing features will also be required following the installation of the sewer, and

Whereas, the cost of the revised sewer improvements is a lump sum of \$119,879.00, which increases the total amount of the contract to \$1,181,181.00; and

Whereas, staff recommends approving Change Order #3 to increase the contract price; and

Whereas, there is not a change in the contract times.

Therefore be it resolved that the Board of County Commissioners approve Change Order #3 for the Cheshire Elementary School Sanitary Sewer Improvement project.

Furthermore be it resolved that the Board of Commissioners approve an increase to the purchase order with Fabrizi Trucking and Paving Company in the amount of \$119,879.00.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 10-1081

IN THE MATTER OF APPROVING CHANGE ORDER #18 WITH TRUCCO CONSTRUCTION FOR THE PERRY TAGGART SANITARY SEWER IMPROVEMENTS PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Director and staff of Environmental Services recommends approving Change Order #18 with Trucco Construction for the Perry Taggart Sanitary Sewer Improvements Project;

Therefore be it resolved, that the Board of County Commissioners approves Change Order #18 with Trucco Construction for the Perry Taggart Sanitary Sewer Improvements Project;

Further be it resolved, that the Board of Commissioners approve a Purchase Order and Voucher in the amount of \$537,901.32 (66711903-5415) to Trucco Construction for the Perry Taggart Sanitary Sewer Improvements Project.

Change Order No. 18

Date of Issuance: AUGUST 16, 2010

Effective Date: AUGUST 16, 2010

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| | | |
|--|--------------------------------------|------------------------------|
| Project: PERRY TAGGART SANITARY SEWER IMPROVEMENTS | Owner: DELAWARE COUNTY COMMISSIONERS | Owner's Contract No.: S04-1 |
| Contract: S04-1 | | Date of Contract: 08/00/2010 |
| Contractor: TRUCCO CONSTRUCTION | | Engineer's Project No.: |

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Increase in Contract Price due to Claims asserted by Contractor, Trucco Construction, based on (1) escalated costs of labor, equipment, and materials due to delayed project start; and (2) costs of labor, equipment, and materials incurred as a result of unforeseen site conditions encountered during tunnel boring under SR 315 and Daventry Lane.

Attachments: (List documents supporting change): Summary of Claims

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$16,215,835.00
 Decrease from previously approved Change Orders No. 1 to No. 16: \$51,367.12
 Increase from previously approved Change Order No. 17: \$5,345.19
 Contract Price prior to this Change Order: \$16,169,813.07
 Increase of this Change Order: \$537,901.32
 Contract Price incorporating this Change Order: \$ 16,707,714.39

TERMS AND CONDITIONS

- 1. Payment:** The Owner shall pay to Contractor the full amount of Five Hundred Thirty-Seven Thousand Nine Hundred One Dollars and Thirty-Two Cents (\$537,901.32) within ten (10) days of the date of final acceptance hereof by all parties hereto.
- 2. Waiver, Release, and Indemnification:** Upon payment as required herein, Owner and Contractor, and their respective heirs, successors, assigns, and subrogates, hereby knowingly and intentionally waive and release any and all claims, actions, rights, causes of action, liabilities, suits, expenses, and appeals that relate to, arise out of, or may result from the contract claims underlying this Change Order No. 18. Contractor further agrees to indemnify and hold harmless Owner, Owner's officers, employees, agents, and volunteers from and against any and all claims, actions, rights, causes of action, liabilities, suits, expenses, costs (including attorney's fees) and appeals that relate to, arise out of, or are in any connected with the contract claims underlying this Change Order No. 18, including, but not limited to, the claims of any of Contractor's subcontractors, consultants, or any officers, employees, agents, or volunteers thereof.
- 3. Terms and Conditions Unaffected:** The remainder of the terms and conditions of this contract shall continue in full force and effect.

PERRY TAGGART PHASE 2 –
SUMMARY OF CLAIMS
CHANGE ORDER 18

| <u>DESCRIPTION</u> | <u>CAPITAL</u> | <u>TRUCCO</u> | <u>TOTAL</u> |
|---|----------------|---------------|---------------|
| Claim #1 - Delay | \$ 14,137.00 | \$ 48,987.82 | \$ 63,124.82 |
| Claim #2 - Increased Depth of Sewer | \$ - | \$ - | \$ - |
| Claim #3 - Differing Site Conditions at Daventry Lane | \$ 287,481.59 | \$ 147,161.18 | \$ 434,642.77 |
| Claim #4 - 315 Bore | \$ 25,910.89 | \$ 14,222.84 | \$ 40,133.73 |
| Total | \$ 327,529.48 | \$ 210,371.84 | \$ 537,901.32 |

Vote On Motion Mr. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1082

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICES PROVIDERS AS LISTED:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

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Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for Child Care Placement providers:

| Child Placement Service | Per diem cost and per diem reimbursement for the following categories |
|--|--|
| Beechbrook 3737 Lander Road Cleveland, Ohio 44124 | A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in) |

(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-1083

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

| Appropriation Transfer From | To | | |
|--|---|----|------------|
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411604-5250 JFS Child Protection/Minor Tools, Equip, Furn <1000 | \$ | 7,440.00 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411604-5301 JFS Child Protection/Professional Services | \$ | 125,134.29 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411604-5320 JFS Child Protection/Data Processing Services | \$ | 52,729.37 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411605-5250 JFS Administration/Minor Tools, Equip, Furn <1000 | \$ | 1,060.00 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411605-5301 JFS Administration/Professional Services | \$ | 9,025.71 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411605-5320 JFS Administration/Data Processing Services | \$ | 5,120.23 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411601-5260 JFS Income Maintenance/Inv Tool, Equip, Furn 1000-4999 | \$ | 20,520.00 |
| 22411601-5319 JFS Income Maintenance/Rmb, Refunds | 22411605-5301 JFS Administrations/Contracted Professional Services | \$ | 10,000.00 |

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| | | | |
|--|---|----|----------|
| 22411601-5319 | 22411604-5250 | \$ | 5,000.00 |
| JFS Income Maintenance/Rmb, Refunds | JFS Child Protection/Minor Tools, Equip, Furn | | |

| | | | |
|----------------------------|--|----|----------------|
| 22411610-5348 | | \$ | (3,047,916.39) |
| Child Care/Client Services | | | |

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1084

IN THE MATTER OF AMENDING RESOLUTION NO. 10-08 FOR JOB AND FAMILY SERVICES AND GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL:

It was moved by Mr. Hanks, seconded by Mr. Thompson to authorize the following:

- Whereas, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and
- Whereas, the Board of County Commissioners are required to make annual appropriations to fund the various expenditures of county government, and
- Whereas, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to the County Administrator to allow and pay claims for goods received and services rendered within limits provided by resolution of the board provided that the county department receiving those goods or services certifies their receipt before the administrator allows the claim, and

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts,

| | <u>Authorized to Request</u> | | | |
|---|------------------------------|-------------|-----------------|---|
| | <u>Payroll</u> | <u>P.O.</u> | <u>Vouchers</u> | |
| JOB AND FAMILY SERVICES | | | | |
| Director of Job and Family Services | X | X | X | |
| #10011110 Asst. Director of Job and Family Services | | | X | X |
| Fiscal Supervisor | | | X | X |
| #10011501 Asst. Director of Job and Family Services | | | X | X |
| Fiscal Supervisor | | | X | X |
| #223 Asst. Director of Job and Family Services | X | | X | X |
| Fiscal Supervisor | X | | X | X |
| #224 Asst. Director of Job and Family Services | X | | X | X |
| Fiscal Supervisor | X | | X | X |
| #225 Asst. Director of Job and Family Services | | | X | X |
| Fiscal Supervisor | | | X | X |
| #228 Asst. Director of Job and Family Services | | | X | X |
| Fiscal Supervisor | | | X | X |
| #701 Asst. Director of Job and Family Services | | | X | X |
| Fiscal Supervisor | | | X | X |

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**Commissioners' Committees Reports
(Refer To Cd Minutes For Entire Record)**

Commissioner Hanks

- Conveyances
- Meeting With Soil And Water And A Resident
- Dispatch Article On Toxins In Water Recreation Areas Including Some In Delaware County; What Is The Role Of The Health Department In This Area.

Commissioner O'Brien

- No Additional Comments

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Commissioner Thompson

**-Attended The 911 Planning Committee Would Like Aric Hochstettler To Attend Next Meeting
-A Thank You To Debbie Martin And Letha George For The Great Job They Have Been Keeping Up With**

Letha George

Attended Meeting With Commissioner O'Brien And Mr. Cashman

RESOLUTION NO. 10-1085

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 9:45AM.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1086

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:23AM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RECESS UNTIL 2:00PM

2:00PM RECONVENING SESSION

RESOLUTION NO. 10-1087

IN THE MATTER OF APPOINTING DEBORAH MARTIN AS THE BOARD OF COUNTY COMMISSIONERS' LOCAL GOVERNMENTAL REPRESENTATIVE; AND SHAWN STEVENS, SARA NAGRA AND CAROL ROSEBROUGH AS THE CITIZEN MEMBERS TO THE SUNBURY MEADOWS COMMUNITY AUTHORITY:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Sunbury Meadows Community Authority;

Resolve, Deborah Martin, County Administrator, shall be appointed as the Local Governmental Representative for a two-year term beginning August 10, 2010 and ending August 9, 2012;

Resolve, Shawn Stevens, shall be appointed for a two year term beginning August 10, 2010 and ending August 9, 2012;

Resolve, Sara Nagra and Carol Rosebrough shall each be appointed for a two year term beginning August 16, 2010 and ending August 9, 2011.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Deborah Martin, County Administrator, as the Local Governmental Representative and Shawn Stevens, Sara Nagra and Carol Rosebrough as the citizen member representatives to the Sunbury Meadows Community Authority.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1088

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

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 2:04PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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MINUTES FROM REGULAR MEETING HELD AUGUST 16, 2010

RESOLUTION NO. 10-1089

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 2:30PM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1090

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners