

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 16, 2011

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

Present:
Dennis Stapleton, President
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-624

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 13, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on June 13, 2011; 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. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-625

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD JUNE 13, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in a work session on June 13, 2011; 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 work session 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 work session.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-626

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0615:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0615 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1104718	OHIO REGIONAL DEVELOPMENT CORP	HOUSING	23011704 - 5365	\$6,100.00	0001
R1104734	NEENAH FOUNDRY CO	ADJUSTMENT RINGS FOR MANHOLE CASTINGS	66211903 - 5292	\$7,000.00	0001
R1104734	NEENAH FOUNDRY CO	ADJUSTMENT RINGS FOR MANHOLE CASTINGS	66211904 - 5292	\$7,000.00	0002
R1104760	EDG INC	ARC FLASH STUDY - TARTAN	66211906 - 5301	\$5,000.00	0001

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R1104760	EDG INC	ARC FLASH STUDY -	66211907 - 5301	\$3,000.00	0002	
		SCIOTO RESERVE				
R1104760	EDG INC	ARC FLASH STUDY -	66611903 - 5410	\$16,400.00	0003	
		OECC				
Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye

RESOLUTION NO. 11-627

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor's Office GIS Department is requesting that Shoreh Elhami and Megan Winnenberg attend the 31st Annual ESRI Users Conference in San Diego, California July 11-15, 2011; at the cost of \$2,500.00 (from appropriated REA Funds).

Vote On Motion	Mr. Thompson	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Nay
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RESOLUTION NO. 11-628

IN THE MATTER OF CANCELING THE TUESDAY JULY 5, 2011 COMMISSIONERS' SESSION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to cancel the Tuesday July 5, 2011 Commissioners' Session.

Vote On Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Thompson	Aye
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RESOLUTION NO. 11-629

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A DEPARTMENT OF JUSTICE AND BUREAU OF JUSTICE ASSISTANCE GRANT FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - REENTRY COALITION:

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

Grant #	BJA-2011-3044
Source:	Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Grant Period:	01/01/2012- 12/31/2012 (12/31/2013 with no cost 12 month extension)
Grant Amount:	\$ 670,000.00
Local Match:	<u>\$ 670,000.00</u>
Total Grant Amount:	\$ 1,340,000.00

The Federal Second Chance Act Demonstration Project Grant requires applicants to demonstrate community collaboration and develop a comprehensive strategic plan to reduce recidivism and increase public safety. The Delaware County Reentry Coalition and the Department of Job and Family Services is requesting the Board's approval to apply for the Demonstration Project. The successful application will enable the Reentry Coalition and JFS to implement their strategic plan including intensive wrap services to assist offenders in their transition from incarceration to being a productive citizen in our community.

If matching funds what is the source of the matching funds? The grant requires a 50% cash match (25% of the total amount can be in-kind match); federal funds cannot be used to match this grant. At this time the local match is not in the budget however, the Reentry Coalition would request that the match be reviewed and considered in the upcoming budget requests by the Delaware County Commissioners.

Vote On Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 11-630

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 39 EAST CASE STREET, POWELL, OHIO 43065:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to certify the Sanitary Sewer Capacity Charges as follows:

Whereas, 39 East Case Street, Powell, Ohio 43065 has requested to make tap connections to the Delaware County sewer system; and

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Whereas, 39 East Case Street, Powell, Ohio 43065 has requested to pro-rate charges over a 10 year period, and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

Now Therefore Be It Resolved, that The Board of Commissioners approve the following:

39 East Case Street, Powell, Ohio 43065

In the amount of \$2,400.00 with \$902.40 finance charge (pro-rated over a 10 year period) making total of \$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

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

RESOLUTION NO. 11-631

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE FLOYD BROWNE GROUP FOR ELECTRICAL DESIGN FOR THE O.E.C.C. NON-POTABLE PUMP REPLACEMENT PROJECT:

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

Whereas, the Director of Environmental Services recommends the agreement with Floyd Browne Group for Electrical Design for the O.E.C.C. Non-Potable Pump Replacement Project;

Therefore Be It Resolved, that the Board of Commissioners approve the agreement with Floyd Browne Group for Electrical Design for the O.E.C.C. Non-Potable Pump Replacement Project.

**PROFESSIONAL SERVICES CONTRACT
O.E.C.C. Non-Potable Pump Replacement – Electrical Design**

Section 1 – Parties to the Agreement

Agreement made and entered into this 16TH day of June, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Floyd Browne Group (FBG), 3769 Columbus Pike, Delaware, Ohio 43015 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Contract Administrator and agent of the Board for Work performed in accordance with this Agreement. The Contract Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, the following professional services:

1. Design the electrical additions and modifications required for the replacement non-potable pumping system. The scope of design is understood to be:
 - a. Modify or replace MCC buckets
 - b. New Allen-Bradley VFDs on West wall
 - c. New PLC for pump control
 - d. Level sensor in wet well for pump off at low water level
 - e. Pressure transmitter in discharge pipe
 - f. Operation of pumps to be constant pressure, variable flow
2. Prepare plans and specifications for this electrical design to be incorporated into overall contract documents produced by the County.
 - a. The County shall provide process drawings for use as base files for electrical drawings.
 - b. Plans and specifications will be provided in electronic format to the County
3. Prepare a cost estimate for the work.
4. Attend two meetings with County at 50% and 100% completion to discuss the scope and progress of the work.

Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Contract Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum of **Five Thousand Nine Hundred Dollars (\$5,900)**.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Contract Administrator by the Consultant on company letterhead clearly listing the word

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“Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Contract Administrator and shall complete the work no later than 30 days after authorized starting date. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Contract Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Contract 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 Surveying services hereunder plus three (3) years following any additional services provided for Final Surveying, 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 and properly executed endorsements required by Subsection 7.5. 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 – Suspension or Termination of Agreement

The County may suspend or 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 suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall 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 Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced 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,

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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 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 Agreement, 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 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.

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

RESOLUTION NO. 11-632

IN THE MATTER OF RE-APPOINTING LINDA GORDON KATHLEEN SCHNIPKE AND BRUCE QUATMAN AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS' REPRESENTATIVES TO THE DELAWARE - MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

It was moved by Mr. O'Brien, seconded by Mr. Thompson 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 Delaware-Morrow Mental Health and Recovery Services Board. Linda Gordon, Kathleen Schnipke and Bruce Quatman will be re-appointed for a term beginning July 01, 2011 and ending June 30, 2015;

Therefore, be it resolved that the Board of Commissioners in Delaware County, State of Ohio, re-appoint Linda Gordon, Kathleen Schnipke and Bruce Quatman to the Delaware-Morrow Mental Health and Recovery Services Board for a term beginning July 01, 2011 and ending June 30, 2015;

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

RESOLUTION NO. 11-633

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The County Administrator recommends accepting the retirement resignation of Mona Reilly as the Director of Job and Family Services; effective June 30, 2011;

Therefore Be It Resolved, that the Board of Commissioners accept the retirement resignation of Mona Reilly the Director of the Department of Job and Family Services; effective June 30, 2011.

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

RESOLUTION NO. 11-634

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation

40311421-5328	Dutcher-Scott Ditch/Maintenance	\$48,000.00
40111402-5410	Permanent Improvement	\$30,000.00

Vote On Motion Mr. Thompson Aye Mr. O'Brien Abstain Mr. Stapleton Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson

-On Tuesday Attended The Executive Committee DKMM Meeting; The Director Wants More Vacation Time And A Raise-Commissioner Thompson Is Not In Favor Of This Since Most Delaware County Employees Have

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Not Had Raises - Will Be Discussed At Full Board Meeting.

Commissioner O’Brien
-Received An Email From Vicki With Central Ohio Youth Center; During Renovation Construction Plumbing Deficiencies Have Been Found, Plumbing Was Not Budgeted For In The Project, But The Health Department Will Not Approve Moving Forward.

Commissioner Stapleton
-Attended A Meeting Held By The Farm Bureau To Share Local Legislative Ideas
-Next Week Is A Busy One

RESOLUTION NO. 11-635

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 11-636

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:46AM.

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

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners