

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2012**

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

10:00AM Russell L. Martin Will Be Sworn In As Sheriff Of Delaware County

RESOLUTION NO. 12-539

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 31, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 31, 2012; 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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-540

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0601:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0601.

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

RESOLUTION NO. 12-541

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Communication Department is requesting that 2 employees participate in an online Training Officers Course various times between June 6 and July 7, 2012, at the cost of \$890.00 (Fund Number 21411306).

Juvenile/Probate Court is requesting that Deb McCurdy and Tammy Matias attend a National Court Appointed Special Advocate Conference in Washington D.C. June 8-13, 2012 at the cost of \$3,672.00 (to be reimbursed by local CASA Board).

Environmental Services is requesting that Joseph Amato, Joe Holbrook and Peggy Roberts attend the A.E.P. Safety Training Demonstration in New Albany, Ohio on June 14, 2012 at no cost.

The EMS Department is requesting that Jennifer Cochran attend an Incident Command Systems #300 and #400 at the Franklin County EMA Department July 24-27, 2012, at no cost.

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

RESOLUTION NO. 12-542

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

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

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

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U12-029	Del-Co Water	Cheshire Road	Install waterline
U12-030	Del-Co Water	Lackey Old State @ Berlin Station	Install road bore
U12-031	Del-Co Water	Cheshire Road	Install road bore
U12-032	Del-Co Water	Red Robin Way	Install road bore

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

RESOLUTION NO. 12-543

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 3 (PRELIMINARY ENGINEERING – PART 4 [MINOR PDP STEPS 5-8]) BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND URS CORPORATION – OHIO FOR DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the Contract Modification Number 3 (Preliminary Engineering – Part 4 (Minor PDP Steps 5-8) between the Delaware County Board of Commissioners and URS Corporation – Ohio for DEL-CR10-0.00 South Old State Road Improvements;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Contract Modification Number 32 (Preliminary Engineering – Part 4 [Minor PDP Steps 5-8) between the Delaware Board of Commissioners and URS Corporation – Ohio, for DEL-CR10-0.00 South Old State Road Improvements.

**PROFESSIONAL SERVICES CONTRACT
MODIFICATION #3
**DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS
PRELIMINARY ENGINEERING – PART 4 (Minor PDP Steps 5-8)****

Section 1 – Parties to the Agreement

This Modification #3 to the Agreement dated May 10, 2010, is made and entered into this 4th day of June, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of URS Corporation - Ohio (“Consultant”). This Modification #3 is made pursuant to Section 10 of the Agreement, of which this Modification #3 shall be made a part.

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as DEL-CR10 South Old State Road Improvements, (Preliminary Engineering – Part 4) including those services listed in the Scope of Services agreed upon by the County and Consultant and the Price Proposal for Minor PDP Steps 5-8 (last revision dated April 25, 2012), by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Modification #3 shall be based on a lump sum fee not to exceed Four Hundred Fifty Nine Thousand Two Hundred Eighty Five Dollars (\$459,285) as detailed in April 25, 2012 cost proposal submittal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

The new total contract amount is therefore \$1,419,274 (\$191,335 [Steps 1-2] + \$290,000 [Modification #1] + \$478,654[Modification #2] + \$459,285 [Modification #3])

Section 5 – Payment

Compensation shall be paid based no more than once monthly and shall be based on the Consultant’s cost to date in accordance with the Consultant’s Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any “If Authorized” task until written authorization for such work is provided by the County. The County may request additional documentation to

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substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Invoices are due and payable within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions

All Work associated with this Agreement shall be completed by the Consultant in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured 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. Provided Consultant has been paid, the County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

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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 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 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.
- 13.10 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

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and will not discriminate.

- 13.11 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. Stapleton Aye

RESOLUTION NO. 12-544

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO DEL-CR106-1.77, LEWIS CENTER ROAD WIDENING PROJECT, INCLUDING WIDENING OF LEWIS CENTER ROAD AND ADDITION OF TURN LANE INTO KILBOURN WAY; APPROVING PLANS, SPECIFICATIONS, ESTIMATES; AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS REBID DEL-CR106-1.77, LEWIS CENTER ROAD WIDENING PROJECT:

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that Lewis Center Road just west of S. Old State Road requires widening along with the addition of a turn lane into Kilbourn Way so as to tie into the existing three lanes going into S. Old State Road intersection to provide a constant three lanes throughout the Kilbourn Way intersection and then safely back to two lanes west of Kilbourn Way, and recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$561,000.00;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following:

Section 1: The public convenience and welfare require the widening of Lewis Center Road, County Road Number 106, just west of S. Old State Road, and the addition of a turn lane into Kilbourn Way, and that the Improvement known as REBID DEL-CR106-1.77 Lewis Center Road Widening Project be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as REBID DEL-CR106-1.77 Lewis Center Road Widening Project are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday June 26, 2012, at which time they will be publicly opened and read aloud, for the project known as:

REBID-DEL-CR 106-1.77
Lewis Center Road Widening Project

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR REBID-DEL-CR 106-1.77”. Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition

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to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before August 24, 2012. The estimated commencement of work date is July 9, 2012.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the Township. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:

June 8, 2012

June 15, 2012

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

RESOLUTION NO. 12-545

IN THE MATTER OF APPROVING A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY BETWEEN STEPHEN C. PLUMLEY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contract for sale and purchase of real property with Stephen C. Plumley for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract for sale and purchase of real property with Stephen C. Plumley for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements:

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

**PARCEL(S): 19-WDV
DEL-CR124-1.88**

This Agreement is by and between the Delaware County Board of Commissioners ["Purchaser"] and Stephen C. Plumley, married["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$2,256.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

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2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

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13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

RESOLUTION NO. 12-546

IN THE MATTER OF APPROVING A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY BETWEEN CUTMAN LAND COMPANY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contract for sale and purchase of real property with Cutman Land Company for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract for sale and purchase of real property with Cutman Land Company for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements:

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITH BUILDING(S)**

PARCEL(S): 3-WDV
DEL-CR124-1.88

This Agreement is by and between the Delaware County Board of Commissioners ["Purchaser"] and Cutman Land Company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$225,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, and all fixtures of every nature now attached to or used with said land, buildings and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, attached electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, and shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if

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applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any structure or fixture located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of all structures occupied by Seller, or the portions thereof occupied by Seller, to Purchaser not later than 30 days after Purchaser tenders the purchase price to Seller. Seller agrees that Purchaser may withhold in escrow from the purchase price the sum of \$0.00 to ensure that the subject structures will be vacated on or before the 30 days mentioned above and that the subject structures will be surrendered to Purchaser in the same condition as it was in at the time Seller executed this Agreement. If Seller properly vacates and surrenders possession of the subject structures as aforesaid, then said \$0.00 shall be paid immediately to Seller. If the subject structures are not vacated as aforesaid, a rental agreement for the subject structures shall be entered into by the Parties, in which Seller shall be the lessee and Purchaser shall be the lessor, and upon execution of such rental agreement the said \$0.00 shall be paid immediately to Seller; in the event Seller fails or refuses for any reason to enter into such rental agreement, then Purchaser may retain all or part of the said \$0.00 withheld in escrow to compensate Purchaser for the reasonable amount of rent that Seller owes for holding over possession of the subject structures, plus an amount to pay for any taxes, assessments and for any costs of restoration necessary to put the structures in the same condition as they were at the time Seller executed this Agreement.

12. Physical Possession of Vacant Land and Structures

Seller shall surrender physical possession of vacant land and vacant structures to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

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13. Control of Property Occupied by Seller’s Tenant(s)

Control of property occupied by Seller’s tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller’s tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

14. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

15. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

17. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

RESOLUTION NO. 12-547

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN DELAWARE COUNTY, OHIO AND NEXTEL WEST CORPORATION, A WHOLLY OWNED INDIRECT SUBSIDIARY OF SPRINT NEXTEL CORPORATION, FOR THE FREQUENCY RECONFIGURATION OF THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:

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

Whereas, the Public Safety Systems Administrator recommends approval of the amendment;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the second amendment to the Agreement with Nextel West Corporation, A Wholly Owned Indirect Subsidiary Of Sprint Nextel Corporation, For The Frequency Reconfiguration Of The Countywide Digital 800 Mhz Radio System.

AMENDMENT #2 TO FREQUENCY RECONFIGURATION AGREEMENT

This amendment (the “Amendment #2”) dated this 4th day of June, 2012, (the “Effective Date”) amends and revises the Frequency Reconfiguration Agreement (the “FRA”), dated July 27, 2011, as amended, by and between **Delaware County, Ohio**, a State of Ohio unit of government (“Incumbent”), and **Nextel West Corp.** (“Nextel”), a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (each is referred to in this Agreement as a “Party” and collectively as the “Parties”).

For good and valuable consideration, the receipt of which the Parties hereby acknowledge, Incumbent and Nextel hereby agree to amend the FRA as follows:

1. **Schedule C:** Schedule C-1 to the FRA is deleted and replaced in its entirety with the new Schedule C-2 as attached.

In the event of any inconsistencies between the terms and conditions of this Amendment and the Terms and Conditions of the FRA, the terms and conditions contained herein shall control.

All capitalized terms not defined herein shall have the definitions set forth in the Agreement. Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of the Incumbent and Nextel, and the Agreement remains in full force and effect.

SCHEDULE C-2

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: Delaware, County of, OH

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

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Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Fifty-Four Thousand, Six Hundred Ten Dollars and Seventy-One/Cents (\$54,610.71) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Nextel will pay each Vendor within 30 days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: Incumbent operates a twelve-site, seven-channel NPSAC SmartZone 6.9 simulcast system. This system's prime site is located at Prime which also acts as a collocated remote RF site. Remote sites are located at Delaware South, Genoa Township, Medic 4 Radnor, Medic 2 Sunbury, Columbus North, Dunham Road, Ohio MARCS Riverview, Medic 6 Olive Green, Medic 5 Ashley, Medic 8 Ostrander and Shanahan Road. Each site uses two transmit antennas, one receive antenna, and one tower-top amplifier and two receive multi-couplers. The Delaware County Dispatch 911 is a control station site and uses two control station combiners with a total of four antennas. The network management system consists of three stand-alone Astro 6.X/7.X station terminals. Delaware County has two dispatch centers located at Delaware 911/EMS and Delaware City Dispatch. The dispatch center located at Delaware 911/EMS has twelve operator positions and Delaware City Dispatch has two operator positions. There are 676 portable radios and 336 mobile radios affiliated with the system.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	84	84
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	12	12
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	284	284
Subscriber units reprogrammed	877	877
Subscriber units replaced	0	0
Subscriber units rebanded total	1161	1161
Entities operating on the system	0	0

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start			
Reconfiguration Planning			
Reconfigure Subscriber Equipment			
Reconfigure Infrastructure Equipment			
System Acceptance			

3. Implementation Plan: See Exhibit C.

4. Cost Estimate:

Description of Work To Be Performed	Payee (separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Reconfiguration Services - First Touch ----- Subscriber ----- - <ul style="list-style-type: none"> User participation for reprogramming units 	(Incumbent) Delaware, County	\$43,607.16

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<p>= 1 hour/unit for 1012 units. (1161 units @ 1.00 hrs each @ \$37.56 /hr = \$43,607.16)</p>		
<p>----- Subscriber ----- - Retune Existing Mobile Radios</p> <ul style="list-style-type: none"> MSS - • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (67 units @ 0.90 hrs each @ \$124.00 /hr = \$7,477.20) <p>Flashing and Retuning Existing Mobiles</p> <ul style="list-style-type: none"> MSS - • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio (no obstruction to programming port of radio and radio is to be flashed and programmed in the vehicle) • Functional post test of existing radio - Talk group call on system (303 units @ 0.90 hrs each @ \$124.00 /hr = \$33,814.80) <p>Portable Radios</p> <ul style="list-style-type: none"> MSS - Retune Existing Portable • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (217 units @ 0.70 hrs each @ \$124.00 /hr = \$18,835.60) MSS - Flashing and Retuning of Existing Portable Radio • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio • Functional post test of existing radio - Talk group call on system (574 units @ 0.70 hrs each @ \$124.00 /hr = \$49,823.20) 	<p>(Vendor) Motorola</p>	<p>\$109,950.80</p>
<p>II. Subscriber Reconfiguration Services - Second (or subsequent) Touch ----- Subscriber ----- - Other Tasks</p> <ul style="list-style-type: none"> MSS - Second programming of subscribers(remove old freqs) Mobiles (370 units @ 0.50 hrs each @ \$124.00 /hr = \$22,940.00) MSS - Second programming of subscribers(remove old freqs) Portables (791 units @ 0.50 hrs each @ \$124.00 /hr = \$49,042.00) 	<p>(Vendor) Motorola</p>	<p>\$71,982.00</p>
<p>III. Infrastructure Reconfiguration - Services ----- Infrastructure -----</p> <ul style="list-style-type: none"> Controllers (8hrs @ \$228.00 /hr = \$1,824.00) Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) 	<p>(Vendor) Motorola</p>	<p>\$54,813.00</p>

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<ul style="list-style-type: none"> • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) • Retune Combiners & Duplexer (antenna System) (5.25hrs @ \$228.00 /hr = \$1,197.00) • Repeaters (6.5hrs @ \$228.00 /hr = \$1,482.00) 		
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<ul style="list-style-type: none"> • SUB - Rinehart Tower Services, Inc. (12 Sites) \$1,736.75/site (1 @ \$20,841.00 /unit = \$20,841.00) 		
<p>IV. Project Management, including on site supervision</p> <p>----- Infrastructure -----</p> <ul style="list-style-type: none"> • Internal Coordination and participation for infrastructure reconfiguration (2 units @ 12.00 hrs each @ \$43.73 /hr = \$1,049.52) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> • System Administrator - Project Management (904hrs @ \$43.73 /hr = \$39,531.92) • Director - Coordination of dispatchers for testing, implementation meetings for infrastructure implementation, channel outage planning. (20hrs @ \$50.76 /hr = \$1,015.20) <p>----- Testing -----</p> <ul style="list-style-type: none"> • System Administrator - 2 people pre and post test participation. Test data review (2 units @ 80.00 hrs each @ \$43.73 /hr = \$6,996.80) • Dispatcher - Dispatcher - 2 people pre and post test participation (2 units @ 80.00 hrs each @ \$40.27 /hr = \$6,443.20) 	<p>(Incumbent) Delaware, County</p>	<p>\$55,036.64</p>
<p>----- Infrastructure -----</p> <ul style="list-style-type: none"> • PM - Project Manager (32hrs @ \$190.00 /hr = \$6,080.00) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> • PM - Project Manager (168hrs @ \$190.00 /hr = \$31,920.00) <p>----- Subscriber -----</p> <p>-</p> <ul style="list-style-type: none"> • PM - Project Manager on Site supervision & Coordination (130hrs @ \$190.00 /hr = \$24,700.00) <p>----- Testing -----</p> <ul style="list-style-type: none"> • PM - Project Manager (48hrs @ \$190.00 /hr = \$9,120.00) 	<p>(Vendor) Motorola</p>	<p>\$71,820.00</p>
<p>----- Infrastructure -----</p> <ul style="list-style-type: none"> • Project management/Quality Assurance - Coordinate schedule between the vendor and the County, review detail cut over plan from vendor, Work with County to define the plan, overseeing the implementation, resolving issues and answering questions from vendor and County, reviewing quality and status reports. 4hrs x 8wks (8 units @ 4.00 hrs each @ \$185.00 /hr = \$5,920.00) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> • Other Project Management - Monitor overall project process, participation internal conference calls, managing planning and implementation issues not 	<p>(Vendor) RCC</p>	<p>\$103,230.00</p>

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<p>having to do with subscriber or infrastructure reconfiguration, monitoring of TA developments and communication with County. Status reports to TA and County. Overall communication with vendor. 3 hrs/week x 46 weeks (34 units @ 3.00 hrs each @ \$185.00 /hr = \$18,870.00)</p> <p>----- Subscriber ----- -</p> <ul style="list-style-type: none"> • Project management/Quality Assurance - Coordinate schedule between the vendor and the County, overseeing the subscriber rebanding process, resolving issues and answering questions from vendor and County, reviewing plan, quality and status reports. 4 hrs per week x 20 weeks at \$185/hr (10 weeks for first touch & 10 weeks for second touch) (14 units @ 4.00 hrs each @ \$185.00 /hr = \$10,360.00) <p>----- Testing -----</p> <ul style="list-style-type: none"> • Participate/train personnel who will Conduct DAQ testing and resolution of punch list items - 2 people (80hrs each) for baseline testing and 2 people (80hrs each) for verification testing. One person in the vehicle and one at the fixed location. Total of 160 hrs each. 160 hrs at \$185/hr x 2 people) (4 units @ 80.00 hrs each @ \$185.00 /hr = \$59,200.00) • Review coverage data and report. Coordinate schedule with Motorola. Generate recommendation for submission to the County 40 hrs x \$185/hr. Participation in Functional testing and resolution of punch list items 8 hrs. (48hrs @ \$185.00 /hr = \$8,880.00) 		
<p>V. Engineering Services</p> <p>----- Subscriber ----- -</p> <ul style="list-style-type: none"> • Subscriber Equipment Templates - Law: 27, Fire: 93, 911: 11, Multiaid: 12 (143 templates/touch) (2 units @ 143.00 hrs each @ \$43.73 /hr = \$12,506.78) 	<p>(Incumbent) Delaware, County</p>	<p>\$12,506.78</p>
<p>----- Infrastructure -----</p> <ul style="list-style-type: none"> • SE - System Engineer (20hrs @ \$190.00 /hr = \$3,800.00) • ST - System Technologist (16hrs @ \$190.00 /hr = \$3,040.00) <p>----- Professional Services ----- --</p> <ul style="list-style-type: none"> • SE - System Engineer (80hrs @ \$190.00 /hr = \$15,200.00) • ST - System Technologist (40hrs @ \$190.00 /hr = \$7,600.00) <p>----- Subscriber ----- -</p> <ul style="list-style-type: none"> • SE - SE Templates, Procedures for subscribers Support (32hrs @ \$190.00 /hr = \$6,080.00) • ST - ST Templates & Procedures supervision and approvals (151hrs @ \$190.00 /hr = \$28,690.00) 	<p>(Vendor) Motorola</p>	<p>\$80,180.00</p>

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<p>----- Testing -----</p> <ul style="list-style-type: none"> SE - System Engineer (40hrs @ \$190.00 /hr = \$7,600.00) ST - System Technologist (43hrs @ \$190.00 /hr = \$8,170.00) 		
<p>VI. Testing</p> <p>----- Testing -----</p> <ul style="list-style-type: none"> MSS - Pre Rebanding Benchmark Testing (78hrs @ \$228.00 /hr = \$17,784.00) MSS - Post Rebanding Testing (78hrs @ \$228.00 /hr = \$17,784.00) MSS - Functional Acceptance Testing (9hrs @ \$228.00 /hr = \$2,052.00) MSS - VSWR / Continuity Sweep of Replaced Antennas (24hrs @ \$228.00 /hr = \$5,472.00) MSS - Method III Testing (160hrs @ \$119.32 /hr = \$19,091.20) 	<p>(Vendor) Motorola</p>	<p>\$62,183.20</p>
<p>VII. Travel (except third party legal, which should be included in Contract, Legal and Regulatory Filings)</p> <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> TE - Travel Expenses (1 @ \$45,212.00 /unit = \$45,212.00) 	<p>(Vendor) Motorola</p>	<p>\$45,212.00</p>
<p>----- Infrastructure -----</p> <ul style="list-style-type: none"> Travel Costs - 2 trips at \$600 per trip for infrastructure reconfiguration (2 @ \$600.00 /unit = \$1,200.00) <p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> Other Travel - 4 trips (3 @ \$600.00 /unit = \$1,800.00) <p>----- Subscriber -----</p> <p>-</p> <ul style="list-style-type: none"> Travel Costs - \$600 per trip - 6 trips (3 trips for first touch + 3trips for second) (6 @ \$600.00 /unit = \$3,600.00) <p>----- Testing -----</p> <ul style="list-style-type: none"> Travel for testing (2 people x (\$350 airfare x 2 trips + 5 days x \$150 per diem) + 10 days x \$75 car rental) (1 @ \$4,450.00 /unit = \$4,450.00) 	<p>(Vendor) RCC</p>	<p>\$11,050.00</p>
<p>VIII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</p> <p>----- Legal -----</p> <ul style="list-style-type: none"> Legal Fees - Internal (True-Up/Close out review, doc review) (60hrs @ \$61.12 /hr = \$3,667.00) 	<p>(Incumbent) Delaware, County</p>	<p>\$3,667.00</p>
<p>----- Legal -----</p> <ul style="list-style-type: none"> Legal Fees to provide legal advice and assistance with respect to the FRA, including negotiating the FRA and related vendor contracts, participating in internal telephone conference calls regarding 	<p>(Vendor) LNG&S</p>	<p>\$36,540.00</p>

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<p>reconfiguration implementation issues, advising the County on FCC Orders regarding the reconfiguration process and assisting in the FRA reconciliation and closing process (87hrs @ \$420.00 /hr = \$36,540.00)</p>		
<p>----- Professional Services ----- -- • FCC Licensing Work (1 @ \$1,200.00 /unit = \$1,200.00)</p>	<p>(Vendor) RCC</p>	<p>\$1,200.00</p>
<p>IX. Temporary Costs ----- Infrastructure ----- • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00) • Pack replaced antennas/multicouplers for shipment (1hrs @ \$228.00 /hr = \$228.00)</p>	<p>(Vendor) Motorola</p>	<p>\$2,736.00</p>
<p>X. Infrastructure Reconfiguration - Equipment / Software ----- Sch C Equipment ----- ---- • RFS DSPD100173 (24 @ \$1,205.30 /Each = \$28,927.20) ----- Infrastructure ----- • MSS - Site & Equipment Coordination for Tower Crew (Est 6 hr per site) (24hrs @ \$228.00 /hr = \$5,472.00) ----- Testing ----- • MSS - Voyager Testing Equipment (2 @ \$3,330.00 /unit = \$6,660.00)</p>	<p>(Vendor) Motorola</p>	<p>\$41,059.20</p>
<p>XI. Planning FRA / Preparation / Negotiation ----- Professional Services ----- -- • Consultant - FRA Negotiation Support (30hrs @ \$185.00 /hr = \$5,550.00)</p>	<p>(Vendor) RCC</p>	<p>\$12,050.00</p>

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<ul style="list-style-type: none"> • Consulting Manager - FRA Negotiation Support (10hrs @ \$250.00 /hr = \$2,500.00) • True Up & Cost Reconciliation (16hrs @ \$250.00 /hr = \$4,000.00) 		
Amendment - 1 (Previous)		
Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
XII. Project Management, including on site supervision ----- Professional Services ----- -- <ul style="list-style-type: none"> • Additional Project Management (36.5hrs @ \$43.73 /hr = \$1,596.15) 	(Incumbent) Delaware, County	\$1,596.15
XIII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel) ----- Legal ----- <ul style="list-style-type: none"> • Additional Legal Fees (1 units @ 18.00 hrs each @ \$425.00 /hr = \$7,650.00) 	(Vendor) LNG&S	\$7,650.00
Amendment - 2 (New)		
Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
XIV. Subscriber Reconfiguration Services - First Touch ----- Subscriber ----- - <ul style="list-style-type: none"> • User participation for reprogramming units = 1 hour/unit for 1012 units. (-1161 units @ 1.00 hrs each @ \$37.56 /hr = (\$43,607.16)) • User participation for reprogramming units 1st touch 1161 subs @ \$22.50 ea. (1161 @ \$22.50 /unit = \$26,122.50) • User participation for reprogramming units 2nd touch 1161 units @ \$22.50 ea. (1161 @ \$22.50 /unit = \$26,122.50) 	(Incumbent) Delaware, County	\$8,637.84
XV. Infrastructure Reconfiguration - Equipment / Software ----- Sch C Equipment ----- ---- <ul style="list-style-type: none"> • Sinclair - 10dB Colinear 806-960MHz (Sinclair SC488-SFXSNF) - Model No:TDF6780 (24 @ \$1,790.10 /Each = \$42,962.40) • RFS DSPD100173 (-24 @ \$1205.30 ea = (\$28,927.20)) 	(Vendor) Motorola	\$14,035.20
Amended Cost Totals:		
Delaware, County	Incumbent	\$125,051.57
LNG&S	Vendor	\$44,190.00

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Motorola	Vendor	\$553,971.40
RCC	Vendor	\$127,530.00
Total Estimated Costs		\$850,742.97

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

RESOLUTION NO. 12-548

IN THE MATTER OF APPROVING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRI-COUNTY TOWER SERVICE, INC. FOR RADIO TOWER INSPECTION AND RE-LAMPING:

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

Whereas, the Public Safety Systems Administrator recommends approval of the agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Tri-County Tower Service, Inc. for Radio Tower Inspection And Re-Lamping.

SERVICES CONTRACT WITH TRI-COUNTY TOWER SERVICE, INC.

RADIO TOWER INSPECTION AND RE-LAMPING

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 4th day of June, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Tri-County Tower Service, Inc., 8900 Mahoning Avenue, North Jackson, Ohio 44451 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, services in accordance with the Contractor’s Proposal, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The County shall pay the Contractor for the services provided in accordance with Contractor’s Proposal in the total sum of Eleven Thousand Six Hundred Ninety-Five Dollars and Zero Cents (\$11,695.00).

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until December 31st, 2012 or until the services have been completed, whichever occurs first.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 7.4 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. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor 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 Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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 Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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 in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor 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. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this

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Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

11.7 Homeland Security: Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/non assistance 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.

11.8 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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.

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

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

11.9 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Tri-County Tower Service, Inc

8900 Mahoning Avenue
North Jackson, Ohio 44451

Customer:

Delaware County Commissioners
101 N. Sandusky
Delaware OH 43015

TCT Proposal

Job # 7633

May 04, 2012

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Phase/Description	Amount
7633 Delaware County Inspections	
1 Site Work.	
1 Sunbury - 225' Tower site inspection with full report. Complete relamp including (2) Flash Technology flash tubes. 324 style head.	1,845.00
2 Radnor - 190' Tower site inspection with full report. Complete relamp including two marker bulbs.	1,155.00
3 Ashley - 190' Tower site inspection with full report. Complete relamp including two marker bulbs.	1,155.00
4 Olive Green - 160' Tower site inspection with full report.	1,135.00
5 Genoa - 190' Tower site inspection with full report. Complete relamp including two marker bulbs.	1,155.00
6 Ostrander - 150' Tower site inspection with full report.	1,135.00
7 Prime Site - 250' Tower site inspection with full report. Complete relamp including (2) Flash Technology flash tubes. 324 style head.	1,845.00
8 Olentangy - 190' Tower site inspection with full report.	1,135.00
9 Dunham Road - 190' Tower site inspection with full report.	1,135.00
Phase Total:	11,695.00

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri-County Tower Service Inc., reserves the option to cancel the work day due to weather or unsafe conditions.
- Authorized change orders are required prior to the start of any changes or modifications of the scope of work above.
- Payment due in full, net 30 days from date of invoice.

PROPOSAL PREPARED BY: Greg Budd office (330)538-9877 cell (330)540-4977 fax (330)538-9879 e-mail: gbudd@tricitytower.com
Visit US at: www.tricitytower.com

Phase/Description	Amount
Grand Total:	11,695.00

Notes:
Various sites, all located in Delaware county, Ohio.

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

RESOLUTION NO. 12-549

IN THE MATTER OF APPROVING THE GUARANTEED MAINTENANCE SERVICE AGREEMENT BETWEEN DELAWARE COUNTY AND STEPHEN CAMPBELL & ASSOCIATES, INC. FOR THE RECORDING EQUIPMENT FOR DELAWARE COUNTY 911:

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

Whereas, the Public Safety Systems Administrator recommends approval of the agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the guaranteed maintenance service agreement between Delaware County And Stephen Campbell & Associates, Inc. for the recording equipment for Delaware County 911.

GUARANTEED MAINTENANCE SERVICE AGREEMENT

1. Stephen Campbell & Associates, Inc. will maintain for Delaware County, Ohio (the "County"), the equipment covered, as indicated in this Agreement, in efficient operating condition on a year-to-year basis, provided that this equipment is placed under this Agreement within one year from date of original purchase and the Agreement is continued in force without lapse, and is non-transferable.
2. Equipment placed under this Guaranteed Maintenance Service (GMS) Agreement more than one year after date of original sale is subject to inspection by Stephen Campbell & Associates, Inc. or its authorized service dealer representative, to determine that the equipment is in good operating condition. If the equipment is not

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in such condition, the County will be charged a separate charge for any necessary overhauling or rebuilding of such equipment.

3. All parts necessary as replacement parts will be furnished without charge with the exception of media, connectors, cables, or special accessories. The GMS Agreement excludes fire, theft, water damage, accidents, abuse, power line fluctuations, acts of God, or repairs by unauthorized personnel, or any other cause not due to fault of CyberTech or Dynamic Instruments.
4. Guaranteed Maintenance Service coverage includes: All parts, labor charges, travel charges, and necessary shop repairs. It does not include moves, adds, and changes.
5. Response time for emergency conditions will be within twenty-four (24) hours from the time that the authorized service agent receives the call. Emergencies are defined as the inability to record incoming calls. Non-emergency response time may extend to the next business day--8:00 a.m. to 5:00 p.m.
6. Stephen Campbell & Associates, Inc.'s responsibility with respect to the GMS Agreement is limited to the CyberTech or Dynamic Instrument equipment covered and does not cover the telephone company's trunks and circuits, or any outside manufacturers.
7. The County shall allow employees of Stephen Campbell & Associates, Inc. and representatives of Stephen Campbell & Associates, Inc. access, as needed, to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this Agreement.
8. Any maintenance or service work performed on the equipment by anyone other than an authorized agent of Stephen Campbell & Associates, Inc. during the period of this Agreement without consent of Stephen Campbell & Associates, Inc. shall render this Agreement null and void.
9. This Agreement is for the contract period set forth below, and can be renewed at the annual renewal date. If applicable, the customer agrees to pay any sales tax or other tax imposed with respect to this Agreement.
10. Stephen Campbell & Associates, Inc. is not responsible for loss of business to the County caused by the equipment failure. If the foregoing disclaimers are contrary to applicable law or otherwise are held by a court of competent jurisdiction to be ineffective, CyberTech's, Dynamic Instruments' and Stephen Campbell & Associates Inc.'s liability, if any, for damages shall not exceed the end user's purchase price for the product(s) or part(s) in question.
11. Notwithstanding any other provision of this Agreement, Stephen Campbell & Associates, Inc. agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which 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, caused in whole or part by the negligent act or omission of the Stephen Campbell & Associates, Inc., any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

CUSTOMER: * **Delaware County E-911**
 ADDRESS: * 10 Court Street
 * Delaware, OH 43015

EQUIPMENT	CONTRACT PERIOD	AMOUNT
CyberTech Pro 48-Analog, 16-VoIP Recording System, and HP 5U Server, Screen Capture Server, 800 Trunking, ANI/ALI CDR and IRP Support	7-1-2012 thru 6-30-2014 (2 years)	\$14,350.00
Dynamic Instruments Reliant II 24-Digital Recording System	7-1-2012 thru 6-30-2014 (2 years)	\$5,200.00
CyberTech Myracle 15-Analog Recording System, and HP 2U Server, and UPS Power Supply	7-1-2012 thru 6-30-2014 (2 years)	\$5,400.00
	TOTAL:	\$24,950.00*
		*Please note: \$12,475.00 to be paid annually.

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

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RESOLUTION NO. 12-550

IN THE MANNER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING HOME REPAIRS ACTIVITY FOR LOW-MODERATE (LMI) RESIDENTS THROUGHOUT THE COUNTY AS A FIFTH ACTIVITY FOR THE FORMULA 2012 GRANT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG/RLF funds may be utilized to assist various projects designed to meet the needs of the community's low and moderate-income households and the National Objectives established for the CDBG Program, and

WHEREAS, Delaware County was allocated \$133,000 from Ohio Department of Development (ODOD) for Formula 2012 grant; and

WHEREAS, ODOD is requiring the County to use \$133,000 of their RLF to match the Formula 2012 grant; and

WHEREAS, the County is limited to 4 (four) activities not including Fair Housing and Admin funds under the Formula 2012 grant; and

WHEREAS, the County desires to request a waiver to use RLF funds of \$133,000 for a fifth activity of Home Repairs from the Ohio Department of Development / Office of Community Development.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes a waiver requesting to add a fifth activity to the Formula 2012 grant from Ohio Department of Development. The fifth activity will be Home Repairs that will be funded with the RLF up to \$133,000.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 12-551

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FLOWLINE, LLC FOR DCRSD COLLECTION SYSTEM EMERGENCY SERVICES:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approved the following Agreement with Flowline, LLC for DCRSD Collection System Emergency Services.

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
COLLECTION SYSTEM EMERGENCY SERVICES CONTRACT**

Section 1 – Parties to the Agreement

Agreement made and entered into this 4th day of June, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Flowline LLC, 3800 Lockbourne Road, Obetz, Ohio 43207 (“Contractor”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, emergency services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor

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shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The Board and Contractor agree that labor and equipment rates detailed in (Exhibit “B”) will be used to invoice the County for all work performed through December 31st 2012. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.10 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$24,000.00 annually in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of contract to December 31st, 2012.

Section 7 – Insurance

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of termination of this Agreement.

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an additional insured, and prior to any work being performed hereunder, the Contractor shall provide properly executed endorsements indicating the Board has been added as an additional insured.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either

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party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor 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 Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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 Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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 in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor 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. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 **Homeland Security:** Contractor 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, Contractor 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.
- 11.8 **Non-Discrimination/Equal Opportunity:** Contractor 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.

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Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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.

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

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

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Flowline, LLC in the total amount of \$24,000 with the following allocations:

\$ 10,600.00 from org key 66211903-5328

\$ 10,600.00 from org key 66211904-5328

\$ 2,400.00 from org key 66211906-5328

\$ 400.00 from org key 66211907-5328

**EXHIBIT A
Sanitary Sewer Collection System Backup Service Contract
Scope of Work**

Contractor shall provide the following minimum services as required by Delaware County on an as needed basis:

Tasks

Cleaning of Sewers, Manholes, Force Mains, and Air Release Valves

- Jetting and Vacuuming of sewers and manholes
- Cleaning (pigging) of force mains
- Cleaning and flushing of air release valves
- Cleaning of pump station wet wells including but not limited to the removal of grease, grit, and debris.

Repair of Sewers, Manholes, Force Mains and Air Release Valves

- Repair of gravity sewers by various applicable in situ and open cut methods and in accordance with the Sewer District standards.
- Repair of manholes including but not limited to grouting, epoxy coating, cone and barrel section, risers, lid and frame repair and or replacement
- Repair of force mains of various materials including but not limited to ductile iron, PVC, and HDPE. Force main sizes vary from 2 to 36 inch
- Repair/removal/replacement of air release valves. Valves varying in type, size and configuration
- Replacement and or repair of corporation stop valves
- Replacement and or repair of saddles and taps for valves
- Bypass pumping of sewers, manholes, force mains to facilitate repairs
- Repair of manholes including but not limited to grouting, cone and barrel section, risers, lid and frame repair and or replacement

Contractor shall be capable of the following:

- Confined space entry including under respirator required conditions
- Cleaning and Jetting of sanitary sewers, force mains, and wet wells
- Bypass pumping of pump stations
- Excavation to repair underground facilities
- Disposal of any and all debris collected from cleaning and or jetting activities
- Performance of Tasks as delineated above

Provided Equipment

Contractor shall provide the all equipment to facilitate the completion of the above tasks, including but not limited to:

- Jet truck and required appurtenances capable of jetting up to 800 feet of sanitary sewer with diameters between 6 and 48 inches
- Jet/Vac equipment capable of both on and off road access to sewer system that need maintenance
- Ability to enter manholes and structures (both confined and un confined space) to depths of 55 feet below the adjacent ground surface
- Vacuum Truck with minimum 2000 gallon liquid capacity
- Crane to remove equipment/debris/objects from underground facilities. Crane shall have a rated capacity of not less than 2 tons
- Bypass pumps as needed

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- All required support vehicles, equipment, power, hand tools, and both non consumable and consumable materials to complete the required work

Provided Labor and Materials

Contractor shall provide all labor and materials required to complete tasks and assignments as required by the County.

Response time:

Contractor shall respond to service calls by the Owner within two (2) hours of receipt of call. Contractor shall provide a means to be reliably contacted twenty four hours a day – seven days a week. If contractor is unable to meet response time requirements as delineated above, the contractor shall immediately inform the County at the particular time of the call or request from the County for assistance.

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

RESOLUTION NO. 12-552

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MAYS CONSULTING & EVALUATION SERVICES, INC. FOR THE LOWER SCIOTO BUILDING REVIEW CONTRACT:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approved the following Agreement with Mays Consulting & Evaluation Services, Inc. for the Lower Scioto Building Review Contract.

LOWER SCIOTO BUILDING REVIEW CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 4th day of June, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Mays Consulting & Evaluation Services, Inc P.O. Box 1020 Delaware, Ohio 43015 (“Contractor”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, a report of building envelope & HVAC Construction review of the Lower Scioto Water Reclamation Facility.

Section 4 – Compensation

See Exhibit “A” for payment.

Section 5 – Payment

Compensation shall be paid upon completion of service performed from each visit, and shall be based on invoices in accordance with the Scope. Compensation for Additional Work and parts outside the scope shall also be paid upon completion of service performed. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution until December 31st, 2012.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 7.4 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. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor 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 Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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 Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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 in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances

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other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

11.7 Homeland Security: Contractor 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, Contractor 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.

11.8 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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.

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

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

11.9 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Mays Consulting & Evaluation Services, Inc. in the amount of \$50,500.00 from org key 66211905-5301.

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

There being no further business, the meeting adjourned.

Russell L. Martin will be sworn in as Sheriff of Delaware County at 10:00AM

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners