

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 30, 2013

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

Present:
Ken O'Brien, President
Gary Merrell, Commissioner

Absent:
Dennis Stapleton, Vice President

RESOLUTION NO. 13-554

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 23, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 23, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-555

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0529, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0529:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0529, memo transfers in batch numbers MTAPR0529 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase				
PD Paykoff	Sludge Hauling	66211903-5380	\$ 10,000.00	
PR Vendor Name	Line Desc	Line Account	Line Amount	Line
JOB AND FAMILY/				
R1304251 CLARK STATE COMMUNITY COLLEGE	TUITION/BOOKS/FEES	22311611-5348	\$5,100.00	0001
SANITARY ENGINEER/CAPITAL OUTLAY				
R1304194 FEECORP INC	REMOVE OLD MEDIA FROM FILTERS 4 AND 6 AT OECC	66611903-5428	\$5,000.00	0001
R1304194 FEECORP INC	REMOVE SAND FROM SAND FILTERS AT ALUM CREEK	66611904-5428	\$7,500.00	0002
R1304204 CARBON ENTERPRISES	MM SAND FOR FILTERS 4 AND 5 AT ALUM CREEK	66611904 5428	\$8,480.00	001
SANITARY ENGINEER/MATERIALS				
R1304235 NEENAH FOUNDRY CO	STEEL ADJUSTING RINGS FOR MANHOLES - OECC	66211903 5292	\$10,000.00	001
R1304235 NEENAH FOUNDRY CO	STEEL ADJUSTING RINGS FOR MANHOLES - ALUM CREEK	66211904 5292	\$10,000.00	002

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-556

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IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services Department is requesting that Diane Linville, Mike Hardwick, Curt Robards, Scott Ritter, Laurie Winbigler, Eric Martz, Doug Missman, Tamar Fowler and Ed Werling attend the 14th Annual Line Officers Training Institute in Columbus, Ohio from June 13-14, 2013 at the cost of \$1,350.00 (fund numbers 25622303 and 23322310).

The Juvenile Court would is requesting that Kenneth J. Spicer attend the 76th Annual National Council of Juvenile and Family Court Judges Conference in Seattle, Washington from July 12-17, 2013 at the cost of \$2,662.50 (fund number 27826325).

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-557

SETTING TIME AND DATE FOR A PUBLIC HEARING FOR CONSIDERATION OF A PETITION FROM THE BROWN TOWNSHIP BOARD OF TRUSTEES FOR THE VACATION OF A PORTION OF WALNUT STREET IN THE UNINCORPORATED VILLAGE OF KILBOURNE, BROWN TOWNSHIP, DELAWARE COUNTY, OHIO, UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

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

WHEREAS, on May 20, 2013, the Brown Township Board of Trustees filed a Petition requesting the vacation of a portion of Walnut Street in the unincorporated Village of Kilbourne, Brown Township, Delaware County, Ohio; and

WHEREAS, pursuant to section 5553.045 of the Revised Code, the Board of Commissioners shall set a public hearing on the Petition within forty-five days of the date on which the Petition was filed;

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

Section 1. The Board shall hold a public hearing on the Petition on **Thursday June 27th, 2013, at 10:30AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio.

Section 2. The Board hereby directs the Clerk of the Board to notify by regular mail the landowners abutting the portion of Walnut Street proposed to be vacated. That notice shall be sent at least twenty days before the Board's public hearing, shall state that the Brown Township Board of Township Trustees has filed a resolution requesting the vacation of a portion of Walnut Street in the unincorporated Village of Kilbourne, Brown Township, Delaware County, Ohio, and shall inform the landowners of the time and place of the public hearing on this issue. The notice shall be mailed to the addresses of the abutting landowners as they appear on the county auditor's current tax list or the county treasurer's mailing list.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 13-558

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR SITE PLANS FOR BCP COLUMBUS:

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

Whereas, as The Engineer recommends approving the Owner's Agreement for Site Plans for BCP Columbus;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Site Plans for BCP Columbus:

Owner's Agreement for Site Plans for BCP Columbus

OWNER'S AGREEMENT
FOR
DRAINAGE IMPROVEMENTS

THIS AGREEMENT made and entered into this 30th day of May 2013 by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and BCP COLUMBUS LLC (Owner #1) AND ORANGEPOINTE LLC (Owner #2), hereinafter called the OWNERS, as evidenced by the Engineering and Construction Plan entitled "SITE PLANS FOR BCP COLUMBUS" which was approved by the County Engineer on May 24, 2013, hereinafter called the PLAN, is

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governed by the following considerations, to wit:

- 1) OWNER #1 is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.
 - 2) OWNER #1 shall pay the entire cost and expenses of said improvements.
 - 3) OWNER #1 is to provide an irrevocable letter of credit or other approved financial warranties in the amount of TWO HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$293,400) payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current "Delaware County Engineering and Surveying Standards for Subdivision Development" and the current "Subdivision Regulations of Delaware County, Ohio".
 - 4) OWNER #1 shall deposit TWENTY-THREE THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND FORTY-FIVE CENTS (\$23,470.45), made payable to the Delaware County Engineer, estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to thirty percent (30%) of the original amount deposited, OWNER #1 shall replenish the account, upon notice by the Delaware County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to OWNER #1.
 - 5) OWNER #1 is to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer. Bond release will be contingent upon satisfactory completion of all items in Exhibit C of the approved plans, to include permanent stabilization.
 - 6) Upon approval of the improvements, all structures covered under Exhibit C of the approved plan will be placed on Delaware County's Ditch Maintenance Program.
 - 7) OWNER #1 shall hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
 - 8) OWNER #1 will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance".
 - 9) OWNER #1 further agrees that any violation of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvement.
 - 10) If OWNER #1 should become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
 - 11) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Delaware County Engineer.
 - 12) In the event that the Delaware County Engineer stops work forthwith and uses the surety for the completion of the improvement as permitted by Paragraph 9 herein, OWNER #2, owner of the 11.802 acre tract upon which certain of the improvements shown on the plan are to be constructed, grants to the Delaware County Engineer a temporary, non-exclusive access easement for ingress and egress by persons (including its contractors, agents and employees), materials, machinery and equipment over and across said 11.802 acre tract as may be reasonably necessary to complete the improvements shown on the PLAN. This temporary access easement shall automatically terminate upon the earlier of (i) one year after the date of this Agreement first above written or (ii) completion of the improvements shown on the PLAN by the Delaware County Engineer.
- In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-559

IN THE MATTER OF AWARDED THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND B&K LEHNER EXCAVATING FOR THE PROJECT KNOWN AS HARDIN #267 DRAINAGE IMPROVEMENT PROJECT:

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

**Hardin #267 Drainage Improvement Project
Bid Opening of May 20, 2013:**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to B&K Lehner Excavating,, the low bidder for the project per the Bid Tabulation.

CONTRACT

THIS AGREEMENT is made this 30th day of May, 2013 by and between B&K Lehner Excavating LLC, 2356 Troy Road, Delaware, Ohio 43015, hereinafter called the "Contractor" and the Delaware County Board of Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

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ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "Hardin #267 Drainage Improvement Project" and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Forty-Seven Thousand One Hundred Seven Dollars and Fifty Cents (\$47,107.50), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-560 WAS NOT UTILIZED

RESOLUTION NO. 13-561

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STANDARD PLUMBING & HEATING CO., INC. FOR BID PACKAGE 1, HVAC, FOR THE AIR CONDITIONING FOR THE DELAWARE COUNTY COURTHOUSE:

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

Whereas, the Manager of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Standard Plumbing & Heating Co., Inc. for Bid Package 1, HVAC, Electrical, for the air conditioning for the Delaware County Courthouse;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board of Commissioners and Standard Plumbing & Heating Co., Inc. for Bid Package 1, HVAC, for the air conditioning for The Delaware County Courthouse.

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Standard Plumbing & Heating Co., Inc.
947 West Longview Ave.
Mansfield, Ohio 44906

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

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1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Re-Bid: Air Conditioning for
Delaware County Courthouse
91 N. Sandusky Street
Delaware, OH 43015
Bid Package 1 – HVAC

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$134,732.00 (the “Contract Price”), based upon the Bid Form, dated May 7th, 2013, submitted by the Contractor.

Base Bid - \$134,732.00
Alternate - N/A
Total Contract Amount = \$134,732.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 45 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.

4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the

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fullest extent permitted by law.

- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. 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 which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Campaign Contributions Compliance with ORC § 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.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 13-562

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND VAUGHN INDUSTRIES, LLC. FOR BID PACKAGE 2, ELECTRICAL, FOR THE AIR CONDITIONING FOR THE DELAWARE COUNTY COURTHOUSE:

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

Whereas, the Manager of Facilities recommends approval of the contract between the Delaware County Board of Commissioners and Vaughn Industries, Llc. for Bid Package 2, Electrical, for the air conditioning for the Delaware County Courthouse;

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board of Commissioners and Vaughn Industries, Llc. for Bid Package 2, Electrical, for the air conditioning for The Delaware County Courthouse.

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

Vaughn Industries, LLC
1201 E. Findlay St.
Carey, Ohio 43316

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Re-Bid: Air Conditioning for
Delaware County Courthouse
91 N. Sandusky Street
Delaware, OH 43015
Bid Package 2 – Electrical

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of \$24,000.00 (the “Contract Price”), based upon the Bid Form, dated May 7th, 2013, submitted by the Contractor.

Base Bid - \$24,000.00
Alternate - N/A
Total Contract Amount = \$24,000.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 45 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.

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More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Independent Contractor: Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. 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 which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.6 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 Campaign Contributions Compliance with ORC § 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.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

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ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-563

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
CAR/SALVAGE	FORD, 2010 CVPI 4.6L	2FABP7BV2AX117576
SUV	DODGE, 2003, DURANGO	1D4HS38N73F500613
CAR	FORD, 2001 CVPI 4.6L	2FAFP71W51X160384
PICKUP	CHEVY, 1999, S-10	1GCCS19XXX8174926
AMUB./SALVAGE	FORD, 1999 E450	1FDXE40F1XHA65409
METAL DETECTORS	GARRETT MAGNASCANNER CS	001518
	CEIA, PMD2-PTZ	3 UNITS

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-564

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF YOUTH SERVICES (ODYS) FOR THE DELAWARE COUNTY JUVENILE COURT:

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

GRANT: 2013/2014
SOURCE: ODYS
GRANT PERIOD: 7-1-13 THRU 6-30-14

YOUTH SERVICES GRANT:	\$245,357.00
RECLAIM GRANT:	\$364,174.00
LOCAL MATCH:	0
TOTAL:	\$609,531.00

Proceeds from the grant fund 14 staff for the Probation, Sex Offender, Community Service/Restitution, Family Advocate, and Respite programs administered by the Juvenile Court.

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Vote on Motion Mr. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

RESOLUTION NO. 13-565

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR FAMILY AND CHILDREN FIRST COUNCIL:

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

Transfer of Appropriations

From	To	
70161609-5001 Ohio Children's Trust Fund/Compensation	70161609-5201 Ohio Children's Trust Fund/General Supplies	8,600.00
70161609-5102 Ohio Children's Trust Fund/Workers Comp	70161609-5201 Ohio Children's Trust Fund/ General Supplies	1,000.00
70161606-5301 Help Me Grow General Revenue/Contracted Prof. Service	70161606-5201 Help Me Grow General Revenue/ General Supplies	850.00
70161606-5313 Help Me Grow General Revenue/Printing Services	70161606-5201 Help Me Grow General Revenue/ General Supplies	400.00
70161606-5330 Help Me Grow General Revenue/Communication Service	70161606-5201 Help Me Grow General Revenue/ General Supplies	1,000.00
70161606-5342 Help Me Grow General Revenue/Medical and Health Service	70161606-5201 Help Me Grow General Revenue/ General Supplies	4,000.00
70161606-5355 Help Me Grow General Revenue/Transportation Service	70161606-5201 Help Me Grow General Revenue/ General Supplies	250.00

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-566

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Supplemental Appropriations

25622303-5260	Intensive Supervision/Inventoried Tools and Equipment	1,156.08
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Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-567

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CALLOS COMPANIES FOR THE TANF SUMMER YOUTH PROGRAM AND COA CHORE PROGRAM:

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

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment:

**AMENDMENT TO CALLOS AGREEMENT
AMENDMENT NO. 1**

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This amendment, effective June 1, 2013, is to amend the Agreement between the Delaware County Department of Job and Family Services and The Callos Companies entered into on the 25th day of April, 2013.

Amendment will add TANF Summer Youth Program in the amount of \$70,000.00 and COA CHORE funds in the amount of \$8,975 for a total amount of \$93,975.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

RESOLUTION NO. 13-568

IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT BETWEEN THE AREA 7 WORKFORCE INVESTMENT BOARD AND THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM AND THE WORKFORCE POLICY BOARD AND CHIEF ELECTED OFFICIALS OF SUB-GRANTEE DELAWARE:

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

Whereas, the Director of Jobs & Family Services recommends approval of the following sub-grant agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following sub-grant agreement:

PY13 SUB-GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee Delaware, herein referred to as Sub-Grantee, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with such services throughout Workforce Investment Board Area 7.

All entities receiving United States Department of Labor Employment and Training Workforce Investment Act funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the fiscal agent for all of Area 7. As of July 1, 2004, Area 7's sub-grantees will submit requests for funds to Montgomery County (hereinafter the "Fiscal Agent") via expenditures and accruals reported in MIP. The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by sub-grantee according to the expenditures reported by each sub-grantee in MIP. Sub-Grantee shall deposit its funds received from Area 7 into a separate Workforce Investment Act account within the county.

The Fiscal Agent will track Sub-Grantee's expenditures against a ceiling set by the Area 7 Board and the consortium of elected officials. The area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42. At the point in which Sub-Grantee reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if Sub-Grantee is significantly under-spending, the Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. The Fiscal Agent will seek to assist Sub-Grantee with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIA formula funds, Rapid Response, National Emergency Grants (NEG), Veterans programs, various other Department of Labor grants, Ohio Department of Job and Family Services discretionary funds or other state programs, and other special project funds. Any such funds, less Area 7 administrative costs, shall be transmitted to Sub-Grantee through the Area 7 Fiscal Agent only after the Board (via the Area 7 Fiscal Agent) has sent an allocation letter stating the amount and the terms and conditions of

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the funding and the administrative entity of Sub-Grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.

These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify Sub-Grantee of the amount of its grant via an official allocation letter, which is to be signed by Sub-Grantee's Director and returned to the Area 7 Board. Any change in the grant amount or terms shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

1. Planning

Prepare a strategic direction for Area 7 that is compliant with the Workforce Investment Act to do the following:

- ◆ Assess the general workforce needs of the area
- ◆ Set goals and parameters for meeting performance standards and continuous improvement
- ◆ Provide parameters to implement WIA Adult, Dislocated Worker, and Youth programs
- ◆ Include description of One-Stop system coordination
- ◆ Include description of sub-area coordination and sub-grant process

2. Policy Development

Develop and maintain policies for the following:

- a) Programs for Adults, Dislocated Workers, and Youth:
 - Definition of "serious barriers to employment" for Youth eligibility purposes
 - Determination of "limited funds" and priority of services for limited funds
 - Follow-up and post placement services
 - Identification and selection of eligible training providers and approval of Youth program providers
 - Incumbent Worker Training
 - Individual Training Accounts, including on-the-job training
 - RFP and contract guidelines
 - Self-sufficiency
 - Supportive services
- b) General Board Oversight:
 - Allocation and reallocation of funds
 - Complaint procedures
 - Negotiation of local MOUs and dealing with MOU impasse situations
 - One-Stop system structure
 - Oversight and monitoring
 - Selection, designation, and certification of One-Stop operators
 - Other relevant topics
- c) Sub-Grant Agreements
 - Develop format
 - Facilitate distribution and signing
 - Modify as necessary
 - Maintain and monitor
 - Ensure compliance
- d) Fiscal
 - Approve allocation formula methodology for sub-grantees
 - Establish and administer policy for reallocation within Area 7
 - Receive and monitor fiscal reports
 - Prepare budget for Board operation
 - Ensure cash management principles are followed by Fiscal Agent
 - Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA and ODJFS

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- Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA funds from sub-grantees, upon the agreement of the Area 7 Board and the Consortium
- Work with the Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds
- Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds
 - Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and Sub-Grantee.
 - Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

3. Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for monitoring, as required by WIA.

- ◆ Review monthly activity and monitoring reports
- ◆ Provide seminar opportunities for Sub-Grantee, when appropriate
- ◆ Negotiate performance standards with the state
- ◆ Provide for spot-checks and oversee any necessary corrective action
- ◆ Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ◆ Provide audit resolution assistance and technical assistance necessary to resolve compliance findings
- ◆ All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

4. One Stops

- ◆ Provide guidelines for One-Stop system
- ◆ Designate One Stop systems
- ◆ Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- ◆ Provide oversight to ensure one-stops systems are maintained and operated
- ◆ Provide MOU format and guidelines for what must be included in local MOUs

5. Grant Applications

- ◆ Review and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils
- ◆ Act as grant clearinghouse for Area 7
- ◆ Coordinate workforce development grant applications initiated by Sub-Grantee

6. Business Relation Functions

Provide business relation services, including:

- ◆ Coordination and referral of business inquiries which affect more than one Sub-Grantee
- ◆ Network with various contacts to further best practices

7. Youth Council

- ◆ Develop and operate the WIA Youth Council for Area 7
- ◆ Provide guidelines and coordination for Youth program activities
- ◆ Approve Youth providers

II. DUTIES OF SUB-GRANTEE

Under this agreement, Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout Sub-Grantee's one-stop system, within the guidelines established by Area 7 and WIA. Sub-Grantee will carry out these duties through a partnership of chief elected officials.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, policies, including those of the WIA, the approved Area 7 Workforce Investment Act plan, and the

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negotiated federal and/or state performance levels.

Under guidelines developed by Area 7, Sub-Grantee shall:

1. General

- ◆ Establish and operate a WIA-compliant workforce development system, which provides services pursuant to WIA to eligible individuals and employers.
- ◆ Maintain a business-driven partnership in coordination with elected officials.
- ◆ Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7.
- ◆ Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Area 7 Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in Gazelle.
- ◆ Follow established procedures and policies for approving and identifying eligible training providers, including youth program providers.
- ◆ Provide information for sharing best practices within Area 7.
- ◆ Provide services to employers and job seekers as required under WIA, including the tracking of self-service customers and core services, via SwipeIT.
- ◆ Report expenses paid using funds passed to Sub-Grantee by Area 7 for individual participants and non-participant (“n/a”) costs in MIP.
- ◆ Cooperate in the Area 7 and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

2. Audits and Monitoring

- ◆ Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- ◆ Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings.
- ◆ Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- Access to records must be granted by Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
- Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy
- Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32

3. One-Stop Operations

- ◆ Operate One-Stop system under Area 7 Board guidelines and submit changes in One-Stop operators to the Area 7 Board for approval
- ◆ Negotiate One-Stop system MOUs with local partners and submit to the Area 7 for approval

4. Service Providers

- ◆ Review applications from training providers and submit to Area 7 for approval
- ◆ Identify and select providers for youth activities and send to Area 7 Board for approval prior to contract. Follow law and state policy requirements for the bidding of youth program elements.

5. Fiscal

- ◆ Participate in reallocation process of WIA funds within Area 7.
- ◆ Follow systems and procedures for receipt, expenditure, and tracking of WIA funds in the MIP (Sage Fund Accounting) financial management system.
- ◆ Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- ◆ Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- ◆ Agree to the withholding of funds from Sub-Grantee’s WIA allocation for operation of Area 7, per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

6. Performance

Sub-Grantee shall meet or exceed the WIA Title I B PY 2013 common measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the Program Year, Sub-Grantee may be required to submit a corrective action plan

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to Area 7 and work with Board staff to resolve any performance issues.

III. GENERAL TERMS

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability for proper use of the Area 7 administrative funds used for its direct operations.

Liability follows the WIA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal sub-grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all sub-grantees based upon each sub-grantee's percentage share of the total WIA annual allocation for Area 7.

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Certifications and Assurances

The Area 7 Board and all Sub-Grantees shall comply with applicable state and federal laws, including but not limited to: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ohio Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

This agreement becomes effective upon July 1, 2013 or the date of signature, whichever is later, and shall be in effect through June 30, 2014.

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-569

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CENTRAL OHIO CONTRACTORS, INC. FOR THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION OPERATION, HAULING AND DISPOSAL SERVICES:

It was moved by Mr. Merrell, seconded by Mr. O'Brien 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 Commissioners approve the following Agreement with Central Ohio Contractors, Inc. for the Delaware County Solid Waste Transfer Station Operation, Hauling and Disposal Services.

**DELAWARE COUNTY SOLID WASTE TRANSFER STATION
OPERATION, HAULING AND DISPOSAL SERVICES CONTRACT**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 30th day of May, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Central Ohio Contractors, Inc., 2879 Jackson Pike, Grove City, Ohio 43123 ("Contractor") (hereinafter collectively referred to as the "Parties").

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, operation, hauling and disposal services for the Delaware County Solid Waste Transfer Station in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement ("Work"). Contractor 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 - Tipping Fees

The tipping fees for the Transfer Station shall be as follows for the term of this Agreement:

Commercial and Non-Commercial Users:

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Municipal Waste = \$57.69 per ton
Construction Debris = \$46.16 per ton

Minimum Charge - Non-Commercial:

Municipal Waste = \$19.23 per CY or \$52.48 per ton
Construction and Demolition Debris = \$15.39 per CY or \$46.16 per ton

Miscellaneous Charges:

Car & Pick-up Tires = \$7.50 each or \$12.00 on rim
Semi-Truck Tires = \$13.00 each or \$23.00 on rim
Tractor Tires = \$29.50 each or \$56.00 on rim

Large Appliances = \$0.00 each
Hot Water Heaters = \$0.00 each
Refrigerators = \$45.32 each
Air Conditioners = \$45.32 each

Note - All appliances with Freon will be charged \$45.32 each

Section 5 - Payment of County Surcharge

A seven percent (7%) surcharge (County Surcharge) will be placed on the aggregate of the operational, hauling, disposal and pass-through fees. The Contractor will pay the County Surcharge for all fees collected during one month to the County by the tenth (10th) day of the following month. A late fee of ten percent (10%) of the previous month's collected fee will be assessed to the Contractor if not paid by the payment deadline.

Section 6 - Term

This Agreement shall be in effect from June 1, 2013 to November 30, 2014.

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.

7.4 **Umbrella Liability Coverage:** Contractor shall maintain an umbrella liability insurance of \$10,000,000.

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. Contractor 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, 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

Except as set forth herein, and 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 caused by the negligence of the Contractor's employees 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, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, 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, except for conditions existing on the property

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at the time of the signing of this contract.

The County hereby represents and warrants that all actions necessary to legally enter into this Agreement have been taken by the County, its officers, agents and employees.

Section 9 - Suspension or Termination of Agreement

The County may suspend or terminate this Agreement for cause with 30 days written notice to Contractor setting out the reason for the termination or suspension. Contractor will have 60 days to cure any claimed default set out in the notice or, if such default cannot be cured within the 60 day time period, such reasonable time period as is necessary.

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 **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.

- 11.8 **Independent Contractor**: The Parties acknowledge and agree that Contractor is acting as an

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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.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-570

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Chief of Emergency Medical Services recommend accepting the resignation of Heather Spiegelberg as full-time paramedic for the EMS Department; effective June 11, 2013.

Therefore Be It Resolved that the Board of Commissioners accept the resignation of Heather Spiegelberg as a full-time paramedic from the EMS Department; effective June 11, 2013. Heather Spiegelberg will remain a part-time employee.

The Interim Director of the 911 Department recommend hiring Miranda M. Landis as a Full-Time Telecommunicator with the 911 Center; effective June 22, 2013.

Therefore Be It Resolved that the Board of Commissioners approve hiring Miranda M. Landis as a Full-Time Telecommunicator with the 911 Center; effective June 22, 2013.

The Interim Director of the 911 Department recommends hiring Sherri Edwards as a Full-Time Telecommunicator with the 911 Center; effective June 1, 2013.

Therefore Be It Resolved that the Board of Commissioners approve hiring Sherri Edwards as a Full-Time Telecommunicator with the 911 Center; effective June 1, 2013.

The Interim Director of the 911 Department recommends hiring Jeffrey L. Newman as a Full-Time Telecommunicator with the 911 Center; effective June 1, 2013.

Therefore Be It Resolved that the Board of Commissioners approve hiring Jeffrey L. Newman as a Full-Time Telecommunicator with 911 Center; effective June 1, 2013.

The Interim Director of the 911 Department recommends hiring Amanda L. Peters as a Full-Time Telecommunicator with the 911 Center; effective June 1, 2013.

Therefore Be It Resolved that the Board of Commissioners approve hiring Amanda L. Peters as a Full-Time Telecommunicator with the 911 Center; effective June 1, 2013.

The Economic Development Director and the Assistant County Administrator recommend hiring Jenna Jackson as a Full-Time Economic Development Coordinator; effective June 10, 2013.

Therefore Be It Resolved that the Board of Commissioners approve hiring Jenna Jackson as the Economic Development Coordinator; effective June 10, 2013.

The Interim Director of Emergency Medical Services recommends accepting the resignation of Nicholas Arnold from Delaware County EMS; effective June 24, 2013.

Therefore Be It Resolved that the Board of Commissioners accepts the resignation of Nicholas Arnold from the EMS Department; effective June 24, 2013.

The Director of Job and Family Services is recommending the voluntary transfer of Deanna Roberts to Employment Services Counselor; effective June 3, 2013.

Therefore Be It Resolved that the Board of Commissioners accepts the voluntary transfer of Deanna Roberts with the JFS Department; effective June 3, 2013.

The Director of Environmental Services recommends hiring Mason Janczak as a Staff Engineer II; effective June 3, 2013.

Therefore Be It Resolved that the Board of Commissioners approve hiring Mason Janczak as a Staff Engineer II; effective June 3, 2013.

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 30, 2013

The Director of Environmental Services recommends accepting the resignation of Blake Jordan from the Division of Environmental Services (Regional Sewer Direct); effective June 4, 2013.

Therefore Be It Resolved that the Board of Commissioners accepts the resignation of Blake Jordan from the Division of Environmental Services (Regional Sewer Direct); effective June 4, 2013.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Visited The Adult Court Services Operations And Facilities; Conditions Need Improvement

-Meeting With Genoa Township Trustee, Barb Lewis

Commissioner O'Brien

-Attended And Participated In A DKMM Executive Committee Meeting; Recycling Bins In Sunbury

RESOLUTION NO. 13-571

IN THE MATTER OF ADJOURNING INTO EXECUTIVE:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn into Executive Session at 9:50AM.

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-571A

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:30AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners