

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 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
Dennis Stapleton, Vice President
Gary Merrell, Commissioner**

RESOLUTION NO. 13-1320

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 19, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 19, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-1321

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1227, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1227:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1227, memo transfers in batch numbers MTAPR1227:

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

RESOLUTION NO. 13-1322

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Delaware County Child Support Enforcement Agency is requesting that Darci Sholler and Brandy Davenport attend an OCDA DIC training in Columbus, OH on January 22, 2014 at no cost.

The Director of the Delaware County Child Support Enforcement Agency is requesting that Brandy Davenport attend an OCDA training on Enforcement-Medical in Columbus, OH on January 29, 2014 at no cost.

The Director of the Delaware County Child Support Enforcement Agency is requesting that Joyce Bowens attend an OCDA General Membership Meeting in Columbus, OH on November 6, 2014 at no cost.

The Director of the Delaware County Child Support Enforcement Agency is requesting that Joyce Bowens attend an OCDA General Membership Meeting in Columbus, OH on May 15, 2014 at no cost.

The Director of the Delaware County Child Support Enforcement Agency is requesting that Joyce Bowens attend an OCDA General Membership Meeting in Columbus, OH on February 13, 2014 at no cost.

The Director of the Delaware County Child Support Enforcement Agency is requesting that Joyce Bowens attend an OCDA General Membership Meeting in Columbus, OH on September 11, 2014 at no cost.

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

RESOLUTION NO. 13-1323

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
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IN THE MATTER OF ADOPTING A RESOLUTION TO PROCEED WITH PLACING A SEVEN TENTHS OF ONE MILL TAX LEVY REPLACEMENT ON THE MAY 6, 2014, PRIMARY ELECTION BALLOT FOR THE BENEFIT OF THE DELAWARE GENERAL HEALTH DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 3709.29:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adopt the following resolution:

WHEREAS, on December 16, 2013, the Board of Commissioners of Delaware County, Ohio ("Board"), approved a Resolution of Necessity to Levy a Renewal of an Existing Tax in Excess of the Ten-Mill Limitation to Provide for the Benefit of the Delaware General Health District ("Resolution of Necessity"); and

WHEREAS, the tax levy in the Resolution of Necessity is for the purpose of providing sufficient funds to continue services and programs including the control of communicable diseases, protecting the health of infants, children, adults, and the elderly, environmental and food safety, nursing services, and health and AIDS education, said purposes being authorized by Chapter 3709 of the Ohio Revised Code; and

WHEREAS, the Delaware County Auditor has certified to the Board that the number of mills required to generate \$3,493,939 is seven tenths (0.7) for each one dollar of tax valuation, which amounts to seven cents (\$0.07) for each one hundred dollars of tax valuation, based on the current assessed valuation of the Delaware General Health District, Delaware County, Ohio of \$5,518,408,700 .

NOW THEREFORE BE IT RESOLVED by the Board, two-thirds vote of all the members elected thereto concurring, as follows:

1. The Board desires to proceed with the submission of the question of a tax levy renewing an existing tax in excess of the ten-mill limitation to the electors of Delaware County, Ohio.
2. The tax levy is for the benefit of the Delaware General Health District, Delaware County, Ohio for the purpose of providing sufficient funds to continue services and programs including the control of communicable diseases, protecting the health of infants, children, adults, and the elderly, environmental and food safety, nursing services, and health and AIDS education, said purposes being authorized by Chapter 3709 of the Ohio Revised Code.
3. The tax levy is the renewal of an existing tax.
4. The tax levy is authorized pursuant to R.C. §§ 3709.29, 5705.191, and 5705.25.
5. The tax levy shall be at a rate of seven tenths (0.7) mills for each one dollar of tax valuation, which amounts to seven cents (\$0.07) for each one hundred dollars of tax valuation. This rate is the same rate as the existing tax levy to be renewed.
6. The tax levy will be for ten (10) years commencing in 2014, first due in calendar year 2015.
7. The question of such tax levy shall be submitted to the electors of Delaware County, Ohio at the primary election to be held therein on May 6, 2014.
8. The tax shall take effect if approved by a majority of the electors voting thereon.
9. The Clerk of this Board of County Commissioners is hereby directed to certify to the Board of Elections of Delaware County, Ohio ("BOE") by no later than 4:00 P.M. on the ninetieth (90th) day prior to the election (February 5, 2014):
 - a. A copy of the Resolution of Necessity adopted on December 16, 2013, declaring the necessity to levy a renewal of an existing tax in excess of the ten-mill limitation under R.C. § 3709.29 (special levy for general health district);
 - b. The certification of the Delaware County Auditor; and,
 - c. A copy of this Resolution to Proceed

The Clerk of this Board shall notify the BOE to cause notice of election on the question of levying the tax to be given as required by law.

10. The BOE is hereby directed to submit the following question to the electors of Delaware County, Ohio at the primary election on May 6, 2014:

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OFFICIAL QUESTIONS AND ISSUES BALLOT PRIMARY ELECTION – MAY 6, 2014 DELAWARE COUNTY, OHIO PROPOSED TAX LEVY - RENEWAL DELAWARE GENERAL HEALTH DISTRICT A majority affirmative vote is necessary for passage.	
A renewal of a tax for the benefit of the Delaware General Health District for the purpose of PROVIDING SUFFICIENT FUNDS TO CONTINUE SERVICES AND PROGRAMS INCLUDING THE CONTROL OF COMMUNICABLE DISEASES, PROTECTING THE HEALTH OF INFANTS, CHILDREN, ADULTS, AND THE ELDERLY, ENVIRONMENTAL AND FOOD SAFETY, NURSING SERVICES, AND HEALTH AND AIDS EDUCATION at a rate not exceeding 0.7 mills for each one dollar of valuation, which amounts to \$0.07 for each one hundred dollars of valuation, for 10 years, commencing in 2014, first due in calendar year 2015.	
	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

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

RESOLUTION NO. 13-1324

IN THE MATTER OF RESCINDING THE OWNER’S AGREEMENT FOR PRE-GRADE IMPROVEMENTS, RETURNING THE CONSTRUCTION SURETY TO WEDGEWOOD LIMITED PARTNERSHIP, AND APPROVING THE OWNER’S AGREEMENT FOR FINAL SITE IMPROVEMENTS FOR TARGET – T-2851 – LIBERTY TWP, OHIO, THE SHOPPES AT WEDGEWOOD:

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

Whereas, the Board of Commissioners of Delaware County approved an Owner’s Agreement for Pre-Grade Improvements with Wedgewood Limited Partnership (the “Owner”) by resolution 13-1031, governing construction of preliminary drainage and site grading improvements for the development site known as The Shoppes at Wedgewood (the “Site”); and,

Whereas, the preliminary drainage and grading improvements on the Site per the Owner’s Agreement for Pre-Grade Improvements have been substantially completed as determined by the County Engineer; and,

Whereas, the Owner has deposited the necessary surety in the amount of \$702,600 to secure construction of final improvements to the Site and requests approval to begin final Site improvements in accordance with the approved final engineering plans for the site known as Target – T-2851 – Liberty Twp., Ohio; and,

Whereas, the County Engineer recommends that the Owner’s Agreement for Pre-Grade Improvements be rescinded and the Owner’s Agreement for Final Site Improvements be approved in its place;

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

Section 1: The Owner’s Agreement for Pre-Grade Improvements with Wedgewood Limited Partnership approved by resolution 13-1031 is hereby rescinded and the construction surety in the amount of \$175,000 for the preliminary site improvements be returned to the Owner; and,

Section 2: The following Owner’s Agreement for Target – T-2851 – Liberty Twp., Ohio, the Shoppes at Wedgewood, for final site improvements is hereby approved:

OWNER’S AGREEMENT

THIS AGREEMENT made and entered into this 30th day of December 2013 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **WEDGEWOOD LIMITED PARTNERSHIP I**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled “**TARGET - T-2851 – LIBERTY TWP, OHIO, THE SHOPPES AT WEDGEWOOD**” which was approved by the County Engineer on November 21, 2013, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

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- 1) The **OWNER** 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) The **OWNER** shall pay the entire cost and expenses of said improvements.
 - 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVEN HUNDRED TWO THOUSAND SIX HUNDRED DOLLARS (\$702,600)** 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) The **OWNER** shall deposit **FORTY-TWO THOUSAND DOLLARS (\$42,000)**, 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, the **OWNER** 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 the **OWNER**.
 - 5) The **OWNER** 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) The **OWNER** 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) The **OWNER** 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) The **OWNER** 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 the **OWNER** 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**.
- 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 Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-1325

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR THE SHOPPES AT WEDGEWOOD – MT. CARMEL URGENT CARE DRIVEWAY RELOCATION:

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

Whereas, as The Engineer recommends approving the Owner’s Agreement for the Shoppes at Wedgewood – Mt. Carmel Urgent Care Driveway Relocation

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for the Shoppes at Wedgewood – Mt. Carmel Urgent Care Driveway Relocation

Owner’s Agreement for The Shoppes at Wedgewood – Mt. Carmel Urgent Care Driveway Relocation:

OWNER’S AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of December 2013 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **WEDGEWOOD LIMITED PARTNERSHIP**, hereinafter called the **OWNER**, as evidenced by the future Design/Build Plan entitled **“The Shoppes at Wedgewood - Mt. Carmel Urgent Care Driveway Relocation”** which must be reviewed and approved by the County Engineer prior to construction, hereinafter called the **PLAN**, is governed by the following considerations to wit:

- 1) The **OWNER** 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, by this reference, fully incorporated in and made a part of this **AGREEMENT**.

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- 2) The **OWNER** shall pay the entire cost and expenses of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **NINETY SIX THOUSAND DOLLARS (\$96,000.00)** 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 current **“Subdivision Regulations of Delaware County, Ohio”**.
- 4) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the Delaware County Engineer no later than August 15, 2014. However, should this project be annexed into the City of Powell, this agreement shall become null and void.
- 5) The **OWNER** 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 said improvements.
- 6) The **OWNER** 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 as needed in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 7) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as 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 improvements.
- 8) If the **OWNER** 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**.
- 9) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be field in the office of the Delaware County Engineer.
- 10) 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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-1326

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR WEDGEWOOD COMMERCE CENTER SECTION 1, LOT 2069, DIVISION 1:

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

Whereas, Wedgewood Limited Partnership I by Wedgewood, Inc., General Partner, has submitted the Plat of Subdivision (“Plat”) for Wedgewood Commerce Center Section 1, Lot 2069, Division 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 7, 2013; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 8, 2013; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 25, 2013; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 25, 2013; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 20, 2013;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Wedgewood Commerce Center Section 1, Lot 2069, Division 1

Wedgewood Commerce Center Section 1, Lot 2069, Division 1:

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 19, Quarter Township 3, Township 3, Range 19, United States Military Lands, containing 34.020 acres of land, more or less, said 34.020 acres being all of Lot 2069 of the Subdivision entitled "Wedgewood Commerce Center Section 1", of record in Cabinet 1, Slide 338, said Lot 2069 being conveyed to Wedgewood Limited Partnership 1, by Deeds of Record in Deed Book 514, Page 702, Deed Book 517, Page 748, Deed Book 520, Page 275 and DEED Book 525, Page 349, Recorder's Office, Delaware County, Ohio. Cost: \$27.

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

RESOLUTION NO. 13-1327

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE FOLLOWING ENGINEERING MATERIALS: 2014 CONCRETE PIPE, 2014 CURB AND SIDEWALK CONSTRUCTION, 2014 GUARDRAIL INSTALLATION, 2014 PLASTIC SEWER PIPE, 2014 READY MIX CONCRETE, 2014 STONE AGGREGATE, AND 2014 TREE CLEARING:

It was moved by Mr. Merrell, and seconded by Mr. Stapleton to approve the following

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2014 CONCRETE PIPE, 2014 CURB AND SIDEWALK CONSTRUCTION, 2014 GUARDRAIL INSTALLATION, 2014 PLASTIC SEWER PIPE, 2014 READY MIX CONCRETE, 2014 STONE AGGREGATE, AND 2014 TREE CLEARING;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2014 CONCRETE PIPE, 2014 CURB AND SIDEWALK CONSTRUCTION, 2014 GUARDRAIL INSTALLATION, 2014 PLASTIC SEWER PIPE, 2014 READY MIX CONCRETE, 2014 STONE AGGREGATE, AND 2014 TREE CLEARING:

2014 CONCRETE PIPE

**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, January 21, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014 Concrete Pipe Material Supply Contract.

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 2014 Concrete Pipe".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

**SPECIFICATIONS
2014 Concrete Pipe
Material Supply Contract
Delaware County, Ohio**

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GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 706.02, 706.04

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, 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, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person fro whose acts any of them may be liable.

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

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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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2014 CURB AND SIDEWALK CONSTRUCTION

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, January 21, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014 Curb and Sidewalk Construction Annual Contract.

This Public Notice is also posted on the Delaware County website at www.co.delaware.oh.us, under "Current Bids."

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 2014 Curb and Sidewalk Construction".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

SPECIFICATIONS 2014 Curb and Sidewalk Construction Annual Contract Delaware County, Ohio

GENERAL

This contract is an agreement to perform construction of curbs, curb ramps and walks at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

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COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2010 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

Item 253 Pavement Repair. The depth of the pavement repair shall be 8 inches or the full depth of the existing asphalt pavement, whichever is less.

Item 624 Mobilization. The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

Item 659 Topsoil, As Per Plan. Provide pulverized topsoil that is fertile, loose, friable, and loamy. The topsoil shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Curb Ramp** – BP-7.1
2. **Curb, Type 6 Backup** – BP-5.1
3. **Combination Curb and Gutter, Type 2** – BP-5.1
4. **Combination Curb and Gutter, DCEO** – R2010

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

Prohibited Interests: Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2014 GUARDRAIL INSTALLATION

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, January 21, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014 Guardrail Installation Annual Contract.

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 2014 Guardrail Installation".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

SPECIFICATIONS 2014 Guardrail Installation Annual Contract

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

Delaware County, Ohio

GENERAL

This contract is an agreement to perform installation of guardrail at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2010 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

Item 202, Guardrail Removed. Removal of existing guardrail or anchor assemblies shall be measured from the first to last post or ground mounted anchor.

Item 209, Reshaping Under Guardrail. The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

Item 624, Maintaining Traffic. This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway. This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall govern the fabrication and installation of the various contract items.

Type MGS Guardrail

5. **Guardrail, Type MGS and miscellaneous parts –MGS-1.1**

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6. **Guardrail, Type MGS (Standard) – MGS-2.1**
7. **Guardrail, 25' Long Span – MGS-2.3**
8. **Bridge Terminal Assemblies, Type 1 and Type 2 – MGS-3.1 and 3.2**
9. **Bridge Terminal Assemblies Type 4 and Type TST – MGS-3.4 (Type 4) and MGS-3.6 (Type TST)**
10. **Anchor Assemblies Types A, T, B and E – MGS-4.1 (Type A), MGS-4.2 (Type T), FLEAT or SRT-31 (Type B); ET-31 or SKT (Type E)**

Type 5 Guardrail

- **Guardrail, Type 5 and 5A and miscellaneous parts –GR-1.1, 1.2, 1.3 and 2.1**
- **Guardrail, Type 5 with Double Rails –GR-2.4**
- **Guardrail, Type 5 with Tubular Backup – GR-2.2**
- **Guardrail, 25' Long Span – GR-2.3**
- **Guardrail, Long Span over Culvert (12'-6" or 18'-9") – GR-2.4**
- **Bridge Terminal Assemblies Type 4 and Type TST – GR-3.4 (Type 4) and GR-3.6 (Type TST)**
- **Anchor Assemblies Types A, T, B and E – GR-4.1 (Type A), GR-4.2 (Type T), FLEAT or SRT-350 (Type B); ET-2000 Plus or SKT (Type E)**

All materials shall be on the ODOT Qualified Products List (QPL) where applicable.

PREVAILING WAGE RATES

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

the State of Ohio.

2014 PLASTIC SEWER PIPE

**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, January 21, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014 Plastic Sewer Pipe Material Supply Contract.

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 2014 Plastic Sewer Pipe".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

**SPECIFICATIONS
2014 Plastic Sewer Pipe
Material Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

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As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 707.31, 707.33, 707.42, 707.65, 707.69

Couplers and fittings including reducers, tees, wyes, and caps are not included in this bid and shall be paid for at a negotiated unit price.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, 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, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2014 READY MIX CONCRETE

**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, January 21, 2013, at which time they will be publicly opened and read aloud, for the project known as 2014 Ready Mix Concrete Material Supply Contract.

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 2014 Ready Mix Concrete".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

The prices of this contract shall be in effect from the date of award to December 31, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

**SPECIFICATIONS
2014 Ready Mix Concrete
Material Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 499, 613 and 705.12
All chemical admixtures shall be on ODOT's Qualified Products List (QPL)
Bid price for admixtures shall be per cubic yard and shall be based on the amount of admixture required by the Job Mix Formula or as ordered by the Engineer.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall hold harmless the Owner, 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 but not limited to, the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2014 STONE AGGREGATE

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, January 21, 2013, at which time they will be publicly opened and read aloud, for the project known as 2014 Stone Aggregate Material Supply Contract.

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 2014 Stone Aggregate".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

SPECIFICATIONS 2014 Stone Aggregate

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

**Material Supply Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS) 703.01, 703.05, 703.17, 703.18, 703.19

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall hold harmless the Owner, 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 but not limited to the loss of use resulting therefrom or delay, acceleration, or loss of productivity caused in whole or part by the negligence of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

2014 TREE CLEARING

**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 10:00am on Tuesday, January 21, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014 Tree Clearing Annual Contract.

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 2014 Tree Clearing".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

The prices of this contract shall be in effect from the date of award to December 31, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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 County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
January 3, 2014

**SPECIFICATIONS
2014 Tree Clearing
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

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- All townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

GENERAL REQUIREMENTS

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities.

TRAFFIC CONTROL

The Contractor shall provide required work zone signing and temporary traffic control conforming to the ODOT CMS and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). All signs shall be placed on temporary sign supports at locations approved by the Engineer.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2013 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

Item 201, Clearing and Grubbing. This item shall consist of clearing and grubbing all trees 12 inches or smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

Item 201, Tree Removed. This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

Item 201, Stump Removed. This item shall consist of grinding or removing stumps 6 inches below ground surface and off-site disposal of debris. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

TABLE 201.05-1

<u>Tree or Stump Diameter</u>	<u>Pay Item Designation</u>
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size
Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

Item 624, Maintaining Traffic. This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control

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Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway. This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

Item 624, Mobilization. Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

RESOLUTION NO. 13-1328

IN THE MATTER OF APPROVING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ OHIO, INC. FOR CONSTRUCTION MONITORING, MATERIAL TESTING AND ENGINEERING SERVICES FOR THE 2014 AND 2015 CONSTRUCTION SEASON:

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and DLZ Ohio, Inc. for Construction Monitoring, Material Testing and Engineering Services;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional services Contract is hereby approved:

PROFESSIONAL SERVICES CONTRACT

Construction Monitoring, Material Testing and Engineering Services

Section 1 – Parties to the Agreement

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2013**

Agreement made and entered into this 30th day of December, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of **DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229** ("Consultant")

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed 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 Construction Monitoring, Material Testing and Engineering Services for the 2014 and 2015 construction season, including the work specifically itemized in **Construction Inspection Contract Unit Prices (EXHIBIT A)** by this reference hereby made part of this Contract, Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

Section 4 – Compensation

Payment shall be based on a Fee Proposal submitted by the Consultant as **Construction Inspection Unit Prices 11-07-11.Docx (EXHIBIT A)**, by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter for an amount not to exceed Five Hundred Thousand Dollars (\$500,000) over the two year period..

Section 5 – Payment

Compensation shall be paid based on work performed verified by The Delaware County Engineer, made no more than once per month. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words "Invoice # ___" and shall be reviewed and approved by the County Engineer. Consultant shall not commence any task listed in the Fee Proposal until authorization for such work is provided by the County.

Section 6 – Completion of Work, Delays and Extensions

All work associated with the Contract, in accordance with Section 3 above, shall be through December 31, 2015.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement

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

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents being part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason

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of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 13-1329

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO HOME ROAD BETWEEN STATE ROUTE 315 AND U.S. ROUTE 23 AND APPROVING AN AGREEMENT FOR ENGINEERING SERVICES:

It was moved by Mr. Merrell and 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 Improvements to Home Road between State Route 315 and U.S. 23 need to be analyzed to determine the best possible method to accommodate current and future traffic growth, including the possibility of a road widening to address traffic flow and safety problems, and recommends that the Board proceed with such Improvements; and,

WHEREAS, Section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and,

WHEREAS, the County Engineer has selected Parsons Brinckerhoff through a qualifications based selection process, has negotiated a scope and fee for the required engineering services and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1: The public convenience and welfare requires improvements to Home Road between State Route 315 and U.S. Route 23 for traffic flow and safety purposes and the Improvement known as “DEL-CR124-6.45”, shall be initiated for such purposes, 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 following agreement is approved for preliminary engineering of said Improvement:

PROFESSIONAL SERVICES CONTRACT
DEL-CR124-6.45
Prime Agreement (Part 1)

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Section 1 – Parties to the Agreement

Agreement made and entered into this 30th day of December 2013, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Parsons Brinckerhoff, 2545 Farmers Drive, Suite 350, Columbus, Ohio 43235 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for 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)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated November 25, 2013, 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 accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum of One Hundred Fifty Nine Thousand Nine Hundred Twenty Two Dollars (\$159,922), with “If Authorized” tasks not to exceed Twenty Six Thousand Seven Hundred Forty Nine Dollars (\$26,749), in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Total Contract Amount not to exceed One Hundred Eighty Six Thousand Six Hundred Seventy One Dollars (\$186,671). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than August 1, 2014. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the 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

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to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **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

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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 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 13-1330

IN THE MATTER OF APPROVING A PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A SAFETY STUDY:

It was moved by Mr. Stapleton and seconded by Mr. Merrell to approve the following:

Whereas, the Ohio Department of Transportation (ODOT) and the County Engineer’s Association of Ohio provide federal highway funding to counties to conduct safety studies on county roads; and,

WHEREAS, the County Engineer has determined that a Pavement Marking Inventory Study and No Passing Zone Study for Delaware County roads is necessary for the public safety and welfare; and,

WHEREAS, the estimated cost of such study is \$63,450, for which ODOT will fund 90 percent, up to a maximum of \$57,105, of the costs of such studies;

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

Section 1: The County Engineer is authorized to select a qualified consulting engineering firm to conduct a Pavement Marking Inventory Study and No Passing Zone Study and to recommend to the Board the most qualified firm to enter into contract with, and to coordinate with ODOT to complete such studies; and,

Section 2: The following agreement with the Ohio Department of Transportation is hereby approved:

96361
PID NUMBER

CFDA No. 20.205
26111

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AGREEMENT NUMBER

LPA SAFETY STUDY AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, acting under authority of the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter, collectively, referred to as the LPA.

1. PURPOSE

- 1.1 Section 402 of the United States Code provides states with Federal funds to conduct highway safety programs and the funds apportioned to Ohio under Section 402 are administered by ODOT.
- 1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 A Pavement Marking Inventory Study, No Passing Zone Study, and the incorporation of safety studies and inventories into the LPA's GIS system ("STUDY") have been selected for funding, having received Federal Highway Administration, ("FHWA"), approved authorization.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the STUDY and to establish the responsibilities for the local administration of the STUDY.

2. LEGAL REFERENCES

- 2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

3. FUNDING

- 3.1 The total cost for the STUDY is estimated to be \$ 63,450. ODOT shall provide to the LPA 90% percent of the eligible costs, up to a maximum of \$ 57,105 in Federal funds. This maximum amount reflects the funding limit for the STUDY set by the applicable Program Manager.
- 3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the Study and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.
- 3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.
- 3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:
Andrea Stevenson Administrator, Office of Local Programs Mail Stop #3180 Ohio Department of Transportation 1980 West Broad Street Columbus, Ohio 43223
- 3.9 Reimbursement to the LPA shall be submitted to:

Chris E. Bauserman, P.E., P.S.
Delaware County Engineer

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50 Channing Street
Delaware, Ohio 43015-2050

4. OBLIGATIONS OF THE LPA

- 4.1 The LPA may engage the services of a consultant to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.
- 4.2 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$5,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.
- 4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.
- 4.4 The LPA shall submit a final comprehensive annual activity report to ODOT no later than November 1, 2014. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after November 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after December 1, 2014 the final claim will not be reimbursed.

5. EXPIRATION AND TERMINATION PROVISIONS

This Agreement commences on the date of the last signature here to and shall expire on June 30, 2014. ODOT shall have the right and obligation to renew the Agreement for an additional six months commencing on July 1, 2014 and terminating on December 31, 2014. Subject to any change in the dates of the State's fiscal year, ODOT shall be deemed to have exercised its right to renew the term of the Agreement for six months, and the Agreement shall be renewed, upon the effectiveness of the appropriation of funds for the new fiscal year.

- 5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 5.3. In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
- 5.4 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. GENERAL PROVISIONS

- 6.1 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 6.2 The LPA shall be audited in accordance with the Ohio Revised Code and/ or OMB Circular A133. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor's report within 30 days after receipt by the LPA.
- 6.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary

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funds are made available to the State by FHWA.

- 6.5 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

RESOLUTION NO. 13-1331

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ATRIUM PERSONNEL AND CONSULTING SERVICES:

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

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

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this **1st** day of **November, 2013**, by and between Atrium Personnel & Consulting Services., an Ohio LLC, (hereinafter "ATRIUM") with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky St, Delaware, Ohio 43015, and Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from January 1, 2014 through December 31, 2014 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. *This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.*

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$30,000.

4. Termination of Work Orders. All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct

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the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County

14. Duly Authorized Signatures. ATRIUM states and agrees that the individual(s) who, on behalf of ATRIUM, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of ATRIUM and are authorized to and have authority to enter this Agreement on behalf of ATRIUM and by so signing have authority to bind and does bind ATRIUM to any and all terms of this Agreement

15. Findings for Recovery. ATRIUM certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

16. Non-Discrimination. ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

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In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

17. DCDJFS Indemnification. To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM’s performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM’s performance of this Agreement, 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.

ATRIUM assumes full liability and agrees to indemnify DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to DCDJFS/County, DCDJFS/County Employees, DCDJFS/County property, and DCDJFS/County personal property resulting or caused, directly or indirectly, by ATRIUM’s performance under this Agreement. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written.

**Exhibit A
JOB ORDER**

1. DCDJFS Company and Address: Delaware County Job and Family Services
2. DCDJFS Contact Name: Angela Thomas
3. Services to be Provided: Per agreed work order
4. Atrium Employee Name: To be provided
5. Start Date: January 1, 2014 through June 30, 2014
6. Bill Rate: \$20,000 yr.

This Job Order constitutes the Job Order referred to in the Master Contract Agreement dated January 1, 2012, between ATRIUM and DCDJFS. IN WITNESS WHEREOF, the parties have executed these Job Orders on the date set forth above:

DCDJFS NAME: _____ ATRIUM: _____
BY: _____ BY: _____

All communication should be directed to ATRIUM at the address as follows:
ATRIUM
120 East High Street, Mount Vernon, OH 43050
Ph: 740-393-2771
Fax: 740-393-2790

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

RESOLUTION NO. 13-1332

IN THE MATTER OF APPROVING THE JOB AND FAMILY SERVICES 2014 REQUIRED TRAVEL TRAINING REQUESTS:

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

Whereas, the Director of Job & Family Services recommends approval of the following 2014 required travel training requests;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following 2014 required travel training requests:

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Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds.

Following are itemized the anticipated expenses necessary to be incurred during such period.

NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

- I hereby request authorization for:
 Positions classified as Social Services Worker 3, Social Services Worker 2, Social Services Supervisor, and Assistant Director to attend, at the expense of Delaware County, required child welfare training at various locations, for the period of 01/01/14 through 12/31/14.

(6 trainings x 18 staff x 80 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$3,456
Parking for actual cost	\$ 200
Registration for actual cost (specialized training x 9 staff x \$150.00)	<u>\$1,350</u>
Approximate of total request	\$ 5,006

- I hereby request authorization for:
 Positions classified as Fiscal Supervisor, Fiscal Specialist, Account Clerk 2, Clerical Specialist, Social Services Worker 3, Social Services Worker 2, Social Supervisor, and Assistant Director to attend, at the expense of Delaware County, quarterly SACWIS meetings at various locations for the period of 01/01/14 through 12/31/14.

(4 meetings x 100 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$160
Parking for actual cost (4 meetings x \$10.00)	\$ 40
Registration for actual cost	<u>-0-</u>
Approximate of total request	\$200

- I hereby request authorization for:
 Positions classified as Assistant Director, Social Services Supervisor, Social Services Worker 3, Social Services Worker 2, and Quality Assurance Worker to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, liaison meetings at Columbus, OH for the period of 01/01/14 through 12/31/14.

(10 meetings x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$240
Parking for actual cost (10 meetings x \$10.00)	\$100
Registration for actual cost	<u>-0-</u>
Approximate of total request	\$340

- I hereby request authorization for:
 Positions classified as Director, Assistant Director, Social Services Supervisor, and Quality Assurance Worker to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at various locations for the period of 01/01/14 through 12/31/14.

(4 meetings x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$96
Parking for actual cost (11 meetings x \$10.00)	\$-0-
Registration for actual cost	<u>\$-0-</u>
Approximate of total request	\$96

- I hereby request authorization for:
 Positions classified as Clerical Specialist, Employment Services Worker, Employment Services Representative, Employment Services Supervisor, Income Maintenance Worker 3, Income Maintenance Supervisor, Fraud Investigator, Income Maintenance Worker 2/Screeener, Social Services Worker 1to attend, at the expense of Delaware County, CRISE, Collabor8, and Policy training at Columbus and various locations in Ohio for the period of 01/01/14 through 12/31/14.

(4 staff x 18 days x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$1,728
Parking for actual cost	120
Registration for actual cost	<u>-0-</u>
Approximate of total request	\$1,848

- I hereby request authorization for:
 Positions classified as Director, Assistant Director, Fiscal Supervisor, Income Maintenance Supervisor, Employment Services Supervisor, Employment Services Counselor, Employment Services Representative,

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Contract Evaluator, and Clerical Specialist to attend, at the expense of Delaware County, WIA, TANF, or One Stop Technical Assistance meetings, Monthly Workforce Development meetings, One Stop Consortium and RAC meetings, Workforce Development Systems Operations meetings, Area 7 Board Meetings, IM Supervisor meetings, Medicaid Meetings, Quarterly Family Stability Regional meetings, Delaware-Knox-Marion-Morrow Board meetings Collabor8 meetings, at various locations for the period of 01/01/14 through 12/31/14

(100 miles x 12 x \$0.40) + (60 miles x 6 x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$624
Parking for actual cost (12 meetings x \$10.00)	\$120
Registration for actual cost	<u>\$320</u>
Approximate of total request	\$1,064

7. I hereby request authorization for:

Positions classified as Social Services Supervisor, Social Services Worker 1 to attend, at the expense of Delaware County, Monthly Child Care meetings, at various locations for the period of 01/01/14 through 12/31/14.

(12 meetings x 60 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$288
Parking for actual cost (12 meetings x \$10)	<u>\$120</u>
Approximate of total request	\$408

8. I hereby request authorization for:

Positions classified as Social Services Supervisor, Social Services Worker 1 to attend, at the expense of Delaware County, Quarterly Child Care meetings at various locations in Ohio for the period of 01/01/14 through 12/31/14.

(4 meetings x 100 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$160
Parking for actual cost	40
Registration	<u>80</u>
Approximate of total request	\$280

9. I hereby request authorization for:

Income Maintenance Supervisor, Fraud Investigator to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/14 through 12/31/14.

(100 miles x 4 meetings x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$160
Parking for actual cost	-0-
Registration for actual cost	<u>40</u>
Approximate of total request	\$200

10. I hereby request authorization for:

Positions classified as Director, Assistant Director, Fiscal Supervisor, Employment Services Supervisor, Employment Services Counselor, Employment Services Representative, Contract Evaluator to attend, at the expense of Delaware County, Chamber of Commerce Functions, One Stop or WIA Trainings and Workshops at various locations for the period of 01/01/14 through 12/31/14.

(1 car x 60 miles x 9 x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$216
Parking for actual cost	\$150
Registration for actual cost(\$20 x 3 staff x 9 functions)	<u>\$540</u>
Approximate of total request	\$906

11. I hereby request authorization for:

Positions classified as Director, Assistant Director, Income Maintenance Supervisor, Employment Services Supervisor, Administrative Assistant, Social Services Supervisor, Fiscal Supervisor, and Quality Assurance Worker to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, NW District Directors meetings, OJFSDA Committee Meetings, WIA Administrator Meetings/Trainings at various locations for the period of 01/01/14 through 12/31/14.

(44 meetings x 75 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$1,320
Parking for actual cost (24 meetings x \$10)	\$240
Registration for actual cost	<u>1,000</u>
Approximate of total request	\$2,560

12. I hereby request authorization for:

Positions classified as Director, Assistant Director, Fiscal Supervisor, Fiscal Technician, Employment

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Services Supervisor, Contract Evaluator to attend, at the expense of Delaware County, Quarterly Fiscal/WIA/OJFSDA meetings at Columbus and various locations for the period of 01/01/14 through 12/31/14.

(10 meetings x 60 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$240
Parking for actual cost	60
Registration for actual cost (\$15 x 3 staff x 6 meetings)	<u>\$270</u>
Approximate of total request	\$570

13. I hereby request authorization for:

Positions classified as Director, Assistant Director, Employment Services Supervisor, Administrative Assistant to attend, at the expense of Delaware County, Monthly/Quarterly JFSDA, JFSHRA, PCSAO meetings at various locations for the period of 01/01/14 through 12/31/14.

(24 days x 60 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$576
Parking for actual cost	200
Registration for actual cost	<u>500</u>
Approximate of total request	\$1276

14. I hereby request authorization for:

Positions classified as Income Maintenance Supervisor, Employment Services Supervisor, and Contract Negotiator/Evaluator to attend, at the expense of Delaware County, Quarterly MIS & Northwood's meetings at various location in Central Ohio for the period of 01/01/14 through 12/31/14.

(4 days x 60 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$96
Registration for actual cost	<u>-0-</u>
Approximate of total request	\$96

15. I hereby request authorization for:

Positions classified as Income Maintenance Supervisor, Employment Services Supervisor, Fiscal Supervisor, Contract Negotiator/Evaluator, and Director to attend, at the expense of Delaware County, Bi-annual TPOC meetings at Columbus for the period of 01/01/14 through 12/31/14.

(2 days x 60 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$48
Parking for actual cost	30
Registration for actual cost	<u>-0-</u>
Approximate of total request	\$78

16. I hereby request authorization for:

Positions classified as Employment Services Supervisor, Employment Services Counselors, and Employment Services Representatives to attend, at the expense of Delaware County, Career and/or Education Fairs, Job Fairs, Youth Skills Competitions, Youth Services Field Trips, Youth Conferences at various locations for the period of 01/01/14 through 12/31/14.

(12 trips x 100 miles x \$0.40)	
Mileage for personal automobile actual miles at \$0.40	\$480
Parking for actual cost (12 x \$10)	120
Registration/Admission Fees for actual cost	250
Meals (10 lunches x \$10)	<u>100</u>
Approximate of total request	\$950

Requested/Recommend by: Shancie Jenkins, Director
Delaware County Department of Job and Family Services

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

RESOLUTION NO 13-1333

IN THE MATTER OF ACCEPTING THE AWARD FOR THE EDWARD BYRNE MEMORIAL JUSTICE GRANT:

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

Grant # 2013-JG-D01-6733
Source: Office of Criminal Justice Services
Grant Period: January 1, 2014 – December 31, 2014

Federal Grant Request Amount: \$10,500.00
Local Match: \$ 2,625.00

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Total VOCA Grant Amount: \$13,125.00

The acceptance of the grant allows us to partially fund our drug prosecutor, Pete Ruffing

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

RESOLUTION NO. 13-1334

IN THE MATTER OF APPROVING 2014 SUPPLEMENTAL APPROPRIATIONS FOR PROSECUTORS OFFICE:

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

Supplemental Appropriations

77112104-5001	Prosecutor Law Enforcement Trust Fund/Compensation	23,016.00
77112104-5101	Prosecutor Law Enforcement Trust Fund/Health Insurance	6,300.00
77112104-5102	Prosecutor Law Enforcement Trust Fund/Workers Comp	231.00
77112104-5120	Prosecutor Law Enforcement Trust Fund/County Share OPERS	3,223.00
77112104-5131	Prosecutor Law Enforcement Trust Fund/County Share Medicare	334.00

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

RESOLUTION NO. 13-1335

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR INVITATION TO BID ITB #14-01 – JANITORIAL SERVICES:

It was moved by Mr. Stapleton, and seconded by Mr. Merrell to approve the following

Whereas, the Manager of Facilities recommends and approves the Bid Specifications and the Bid Opening Date and Time for Invitation To Bid ITB #14-01 – Janitorial Services;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for Invitation To Bid ITB #14-01 – Janitorial Services:

**PUBLIC NOTICE
INVITATION TO BID
ITB #14-01 – JANITORIAL SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 until 10:00 AM on Wednesday January 22, 2014, at which time they will be publicly opened and read and the contract awarded as soon as possible, for janitorial services for Delaware County

A pre-bid meeting and walk through will be held at 9:00 AM on Tuesday, January 14, 2014, starting at the Engineers’ Complex, 50 Channing Street, Delaware, Ohio.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware County, Ohio. Bid specifications may be obtained online or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial Services" No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 13-1336

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Administrative Services and the County Administrator recommend the transfer of Bobbi

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Henney from the Emergency Communications Department to the Public Defender's Department as an Administrative Assistant; effective December 30, 2013.

Therefore Be It Resolved that the Board of Commissioners approve the transfer of Bobbi Henney from the Emergency Communications Department to the Public Defender's Department as an Administrative Assistant; effective December 30, 2013.

The Director of the Emergency Communication Department recommends the promotion of Jason Hutchisson to a Lead TeleCommunicator; effective January 4, 2014.

Therefore Be It Resolved that the Board of Commissioners approve the promotion of Jason Hutchisson to a Lead TeleCommunicator; effective January 4, 2014.

The Director of Job and Family Services recommends hiring Julie Grimes as a Social Services Worker III with the JFS Department; effective January 13, 2014.

Therefore Be it Resolved that the Board of Commissioners approve hiring Julie Grimes as a Social Services Worker III with the JFS Department; effective January 13, 2014.

The Director of Job and Family Services recommends hiring Mary Bailey as a Social Services Worker III with the JFS Department; effective January 13, 2014.

Therefore Be it Resolved that the Board of Commissioners approve hiring Mary Bailey as a Social Services Worker III with the JFS Department; effective January 13, 2014.

The Director of the Emergency Communication Department recommends hiring Patrick Roberts as a TeleCommunicator; effective January 20, 2014.

Therefore Be It Resolved that the Board of Commissioners approve hiring Patrick Roberts as a TeleCommunicator; effective January 20, 2014.

The Director of the Emergency Communication Department recommends hiring Catherine Dobyns as a TeleCommunicator; effective January 20, 2014.

Therefore Be It Resolved that the Board of Commissioners approve hiring Catherine Dobyns as a TeleCommunicator; effective January 20, 2014.

The Director of the Emergency Communication Department recommends hiring Christian Tingler as a TeleCommunicator; effective January 20, 2014.

Therefore Be It Resolved that the Board of Commissioners approve hiring Christian Tingler as a TeleCommunicator; effective January 20, 2014.

The Director of the Emergency Communication Department recommends compression wage changes for Tour Commanders Jeanette Adair, Yvette Hatten and Karla Jacobs; effective date January 4, 2014.

Therefore Be It Resolved that the Board of Commissioners approve compression wage changes for Tour Commanders Jeanette Adair, Yvette Hatten and Karla Jacobs; effective date January 4, 2014.

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

RESOLUTION NO. 13-1337

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND FISHEL HASS KIM ALBRECHT LLP:

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

The Assistant County Administrator/ Director of Administrative Services recommends approval of the service contract between The Delaware County Board Of County Commissioners And Fishel Hass Kim Albrecht LLP;

Therefore Be It Resolved, that the Board of Commissioners approve the service contract between The Delaware County Board Of County Commissioners And Fishel Hass Kim Albrecht LLP:

CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO

THIS AGREEMENT, made this 30th day of December, 2013, by and between the Delaware County Board of County Commissioners, hereinafter "County" and Fishel Hass Kim Albrecht LLP, Columbus, Ohio, hereinafter "Attorneys."

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WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, such other and further matters that may affect or come before the County and as directed by the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Hass Kim Albrecht LLP, is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific issues that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, civil service, or as otherwise directed.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred eighty-five dollars (\$185) per hour for all time expended by Partners on behalf of the County, and one hundred sixty dollars (\$160) per hour for all time expended by Associates on behalf of the County. The term of the contract shall be for a period beginning January 1, 2013 and ending December 31, 2014. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner

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except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.

ARTICLE IV MISCELLANEOUS TERMS & CONDITIONS

Non-Discrimination: The Attorneys hereby certify that they are—and shall, for the life of this Agreement, remain—in compliance with all applicable Federal, State, and Local laws, rules, and regulations in regard to equal opportunity employment and non-discrimination. In the event the Attorneys are determined, by the final order of a court or appropriate administrative agency, to be in violation of any applicable Federal, State, or Local law, rule, or regulation in regard to equal opportunity employment or non-discrimination, this Agreement may be immediately terminated, in whole or in part, and Attorneys may be ruled ineligible for future contracts with the County.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

Professional Liability Insurance: Throughout the life of this Agreement, the Attorneys agree to maintain, current and without lapse, professional liability insurance in an amount adequate to protect it and the County against any and all liability arising from the professional services provided under the Agreement. At any time throughout the life of the Agreement the County may request proof of such insurance, which shall be promptly provided upon request.

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

RESOLUTION NO. 13-1338

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE/KNOX/MARION/MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:

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

**AGREEMENT FOR IMPLEMENTATION
CRLPO SERVICES - 2014**

This agreement made the 3rd day of December, 2013, executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware/Knox/Marion/Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 222 West Center Street, Marion, Ohio 43302-3646, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on February 12,

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2013.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allows the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district's scrap tire & household hazardous waste collection program, the District's promotion of appliance & electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$65,000.00 for fulfillment of obligations listed in **Exhibit #1**. These monies shall be maintained in a separate fund.

2. Term

The term of this agreement shall commence on January 1, 2014 and terminate on the 31st day of December 2014.

3. Payments

The District shall disburse the contract funds, subject to availability, per Delaware County as described: 70% January 2014 (\$45,500.00); and 20% September 2014 (\$13,000.00). The remaining 10% (\$6,500.00) will be paid upon acceptance and reconciliation of the final report.

4. Allowables

Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.

Personnel: salary and fringe costs for the program manager and/or dedicated staff. These costs are based on a rate of \$18.15 per hour and a 27% allowance for fringe. Full Time programs are figured at 40 hours per week (minimum requirement is 36 hours). Full Time = \$48,000.00

Contracts: costs for any outside services used by the CRLPO to help them meet the Responsibilities outlined in Exhibit #1.

Advertising: costs incurred to provide public notice, through local media, of special events, meetings and/or activities that are relate to the program's Responsibilities as outlined in Exhibit #1.

Equipment: items/materials purchased to enable the program to provide the services needed to meet their Responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.

Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. — including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.

Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.

Awards/Acknowledgment: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.

Other: materials, items, services that are necessary for the program to meet their Responsibilities, but are not identified in the above allowable categories as: membership

5. Reporting

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (see **Exhibit #2**). These reports are due fifteen days following each identified period of the year. The President of the Board of County Commissioners shall sign the Program Status Report.

6. Remittance

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable

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activities at the end of each year. Remittance shall be accomplished by February 13, 2015. The District will consider allowing unused funds to be carried over into the next program year upon review and approval of a specific plan for use. The plan must be submitted to the District office by November 28, 2014. The District will remit any unused funds into the Reimbursement Account #952.1620.40909 for future use by any District program. If the described equipment or machinery set forth in **Exhibit #3** is no longer in service for applicable programs, then the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #952.1620.40909 for future use by the District.

7. Termination

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan and identified in Exhibit #1. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

8. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

9. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2014 Agreement for Implementation.

MANAGEMENT SERVICES FOR DROP-OFFS

- Locate acceptable sites that meet the OEPA access requirement.
- Identify local individuals, organizations or agencies willing to assist the District in monitoring and maintaining sites and/or conducting awareness activities. Utilize group checklist Exhibit #4, when appropriate.
- Train the interested parties on their responsibilities/commitments.
- Secure contracts with the interested parties and manage their activities, when appropriate.
- Identify site service needs to the District Office for coordination of contracted service provider work requests.
- Inspect and maintain each site on a regular basis.
- Provide needed site data, as requested by the District Office.

HOUSEHOLD HAZARDOUS WASTE PROGRAMS (HHW COLLECTION DAYS & HHW EDUCATION)

- Provide volunteers for the collection programs.
- Assist with managing traffic.
- Collect/compile survey data and provide other District support as required at the event. • Assist District in developing/implementing an advertising plan.
- Conduct presentations to civic groups and schools about HHW.

APPLIANCE/ELECTRONICS/TIRE RECYCLING PROGRAM

- Provide assistance in identifying and selecting appropriate private sector businesses/recyclers to handle these materials.
- Assist the District in developing/implementing an advertising/awareness plan to promote year- round recycling options.

RESIDENTIAL SECTOR EDUCATION AND AWARENESS PROGRAM

- Evaluate/update current **Where to Recycle** Brochure. Identify how these have been distributed and numbers distributed. Define target audience and assess impact and need for change.
- Assist the District in developing an advertising campaign for recycling, waste reduction and yard waste management including newspaper, billboards, radio, TV, cable and other general media

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- methods (must use two media). Advertising copies to be submitted with Program Reports
- Conduct presentations/programs/workshops for elementary, secondary, college/university students and teachers. Programs should strive/plan to reach every school district in their county. •
- Conduct community presentations on recycling and waste reduction.
- Provide articles for District newsletter, Annual District Report and local newspaper updates/info.

COMMERCIAL/INSTITUTIONAL SECTOR TECHNICAL ASSISTANCE

- Assist the District in evaluating/updating A Guide for Waste Disposal and Recycling for Business. Assess the need for changes.
- **Identify the target audience and determine best method to distribute this guide to businesses.**
- Assist the District in identifying opportunities for facility waste audits at businesses, industries, schools and government institutions and assist in conducting the audits.

ANNUAL/SPECIAL DISTRICT SURVEYS

- **Assist the District in conducting an annual survey of businesses/industry. The CRLPO's will** assist the District, and/or the identified consultant, in collecting and preparing data as needed. In addition, assisting with special surveys of targeted audiences will help in the development of CRLPO marketing plans for each county.

ANNUAL RECOGNITION PROGRAM

- Assist with the creating, developing, promoting and managing of a recognition program.

ADDITIONAL RESPONSIBILITIES:

- CRLPO's will develop and maintain a website that provides basic program information and a current calendar of County/District events for the year. The CRLPO will work with the District to upgrade and link their website to other appropriate agencies and programs.
- The CRLPO will maintain a phone log that identifies public and/or business inquires related to program service as: acceptable materials, collection schedules, additional service needs, requests for presentations, etc. These logs are to be included as part of the program's reporting responsibilities.
- Where applicable, CRLPO's will make contact with local colleges, universities, and technical schools to identify and promote program partnership opportunities.
- The CRLPO should be proactive in identifying presentation opportunities that promote local program initiatives and achievements. To that end, the program shall work with the District to develop a power-point presentation for such use.
- The local program will establish a quarterly meeting schedule for their Advisory Council/Board. The group of community representatives will help strengthen and broaden the program's community support and help to identify/resolve potential problems.
- The local program will prepare a Marketing Plan that addresses strategies to increase recycling, waste reduction, composting and buy-recycled by all five (5) targeted audiences which include:
 - o Residents, Institutions/Commercial Businesses, Communities/ Elected Officials, School Populations (youth) and Industries.
 The Plan will be reviewed/approved by the District Office and will assist the local program in increasing recycling participation in their county - particularly expanding current curbside recycling in their largest community. The District will provide a checklist for Program Manager use that will identify contacts made with the Marketing Plan's targeted audiences. The checklist will be submitted as part of the program's required reports.

**Exhibit #2
Program Status Report - 2014
Report of DKMM District Funds Spent**

REPORTS due: July 15 _____, 2014 January 15 _____, 2015

CRLPO: _____ DATE OF REPORT: _____

AMOUNT OF FUNDS RECEIVED:
APPROVED CARRYOVER BALANCE (2013) \$ _____
TOTAL FUNDS AVAILABLE

EXPENDITURES:

Salaries	\$ _____
Fringe Benefits	\$ _____
Contracts	\$ _____
Advertising	\$ _____
Equipment	\$ _____
Travel	\$ _____
Supplies	\$ _____
Awards/Recognition	\$ _____

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Other (Explain) \$ _____

*A detailed explanation for expenditures shall be provided on the back of this page for each line item used.

TOTAL EXPENDITURES \$ _____

FUND BALANCE \$ _____

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Joint Solid Waste Management District, were expended in accordance with the guidelines of this Agreement.

President, County Commissioners:
Print Name
Title
Signature
Report prepared by:

Additional Comments/Info: _____

**Exhibit #3
Machinery and Equipment Purchases with District Funds**

Equipment no longer in use:
List Items: Original Purchase Price
1. _____
2. _____
3. _____
4. _____
5. _____
Recommended Method for Disposal: _____
Program Manager CRLPO: _____ Date: _____
Disposal Approval District Director: _____ Date: _____

**Exhibit #4
DKMM Drop-off Site/Group Activity Checklist**

Site Location: _____
Date: _____ Time arrived: _____ Time depart: _____
Site inspection conducted by: _____
Weather Conditions: ___ Clear ___ Windy ___ Rain/Snow ___ Other
Observed traffic/use: ___ none ___ light (1-2 cars) ___ heavy (multiple cars)
Other site information: _____
Container(s) status: ___ no service needed ___ service needed-contact PM
Program Manager (PM): _____ phone/email _____
Monthly inspection schedule (PM set days/times): _____
Activity schedule - set location day(s) and times: _____
___ Survey and materials distribution _____ number of contacts
___ other requested service/activity-identify _____
Comments: _____

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

RESOLUTION NO. 13-1339

IN THE MATTER OF AUTHORIZING THE CONTINUATION OF ADVANCES FROM GENERAL FUND DOLLARS TO VARIOUS FUNDS FOR THE YEAR 2014:

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

Whereas in previous years advances from the general fund were made to various funds, and

Whereas these funds are not able to repay the general fund at this time, it is necessary to carry over the advances into the year 2014.

Whereas, these dollars are expected to be repaid to the general fund in the year 2014.

Therefore be it resolved that the following advances be carried over to the year 2014

22111502	Litter Grant	1,000.00
22911716	Moving Forward Ohio Grant	170,000.00
24231333	2nd Chance Family	155,701.38

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24331334	2nd Chance Adult	198,058.16
29440423	Home & SR 257	807,620.00
40311432	Chadwick (2007) Ditch No. 135	154,057.20
50411121	BR RD IMP US23 Lewis Center	20,543.53
52011138	BR DI Scott/Dutcher	102.77

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

RESOLUTION NO. 13-1340**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:**

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

Transfer of Appropriations

From	To	
41840432-5425 2013 Road & Bridge Cap Proj/Bridge and Culvert Construction	41840432-5801 2013 Road & Bridge Cap Proj/Transfers	982,624.45
10011102-5602 Commissioner General/Community Enhancement	10011102-5801 Commissioner General/Transfers	68,000.00
10013101-5001 Recorder/Compensation	10013101-5101 Recorder/Health Insurance	1,150.00
20110105-5001 REA/Compensation	20110105-5101 REA/Health Insurance	4,850.00
22411601-5101 JFS Income Maintenance/Health Insurance	22411601-5001 JFS Income Maintenance/Compensation	250.00
66611905-5380 URF LSWRF/Other Services	66611905-5415 URF LSWRF/Sewer Construction	14,062,375.00

Transfer of Funds

From	To	
41840432-5801 2013 Road & Bridge Cap Proj/Transfers	10040421-4601 Road & Bridge/Interfund Revenue	982,624.45
10011102-5801 Commissioner General/Transfers	41711436-4601 Capital Acquisition & Project/Interfund Revenue	600,000.00

Supplemental Appropriations

29440425-5420	Home Road & 257/Road Construction	(25,000.00)
22111502-5001	Litter/Compensation	(775.00)

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

COMMISSIONERS' COMMITTEES REPORTS

No Reports Today

Tim Hansley, County Administrator, Reports and Comments

No Reports Today

RESOLUTION NO. 13-1341**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:05AM.

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

RESOLUTION NO. 13-1342

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:53AM.

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

RESOLUTION NO. 13-1343

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE OHIO COUNCIL 8 AND LOCAL 3072, AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES:

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

Whereas, the Director of Job and Family Services recommends approval of the Agreement Between Delaware County Department Of Job And Family Services And Ohio Council 8 And Local 3072 American Federation Of State, County And Municipal Employees;

Therefore, Be It Resolved the Board of Commissioners approves the Agreement Between Delaware County Department Of Job And Family Services And Ohio Council 8 And Local 3072 American Federation Of State, County And Municipal Employees:

**NEGOTIATED AGREEMENT
BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL 8 AND LOCAL 3072
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

January 1, 2014 THROUGH December 31, 2016

SERB Case No. 2013-MED-09-1124

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PREAMBLE

This Agreement, entered into this 1st day of January, 2014, between the Board of County Commissioners (the "Board") and the Director of the Department of Job and Family Services (the "Director") of Delaware County (when referred to jointly, the "Employer") and Ohio Council 8 and Local 3072, American Federation of State, County and Municipal Employees (the "Union"). "Employer" and "Union" shall include all agents and representatives of the Employer or Union, as the case may be. When used in this Agreement the term "Department" shall mean the Delaware County DJFS and the term "County" shall mean the Delaware County Board of County Commissioners.

**ARTICLE 1
RECOGNITION**

1.1 Sole and Exclusive Representative. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of the bargaining unit as defined in Section 1.2 below.

1.2 Bargaining Unit. The bargaining unit shall include: All full-time and regular part-time employees of the Delaware County Department of Job and Family Services, including Account Clerk 2; Clerical Specialist; Employment Services Counselor; Employment Services Representative; Fiscal Specialist; Income Maintenance Case Control Reviewer/Trainer; Income Maintenance Worker 3; Investigator/Fraud 2; Social Services Case Control Reviewer/Trainer, Social Services Case Worker 2; Social Service Worker 1; Social Service Worker 2; Social Service Worker 3, Site Trainer Client Transportation; and Income Maintenance Support Worker/Screenener.

Excluded from the bargaining unit are all management-level, confidential, supervisory and professional employees as defined in the Act; all seasonal and casual (intermittent) employees as determined by the State Employment Relations Board; including, Accountant 3/Fiscal Supervisor; Administrative Assistant; Children's Services Administrator; Social Service Supervisor; Assistant Director; Contract Monitor/Evaluator; Eligibility Referral Supervisor; County Job and Family Services Director.

Should the Employer create a new position, the parties will meet within ten (10) days to discuss inclusion or exclusion of the newly created position from the bargaining unit. If the parties fail to reach an agreement on the position, either party may file a unit clarification petition with the State Employment Relations Board for a final determination .

1.3 New Positions, Wage Rates. If the parties agree that the newly created position should be included in the bargaining unit, or if SERB determines the newly created position is included in the bargaining unit, the parties shall meet to negotiate the rate of pay.

If the parties are unable to reach agreement on the rate of pay for a newly created classification, the Employer may implement its last offer on the wage rate pending contract negotiations.

**ARTICLE 2
MANAGEMENT RIGHTS**

2.1 Management Rights. Except as specifically abridged, delegated, granted or modified by a specific and express term or provision of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time redetermine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish, combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement and to subcontract out work; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement Work rules for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or discharge employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

2.2 Residual Rights. The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article 2 without prior negotiation with or agreement of the Union.

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2.3 EEOC, OCRC and ADA. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act including EEOC, OCRC and court interpretations of the Act. If a reasonable accommodation for an employee is requested or required, the Employer and the Union may meet to discuss the impact on the bargaining unit and this Agreement. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services provided and agreed to by the Employer and the employees are not subject to the grievance procedure or other legal challenge.

**ARTICLE 3
GRIEVANCE PROCEDURE**

3.1 Definitions. The following definitions and terms apply to this Article:

- (1) A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
- (2) If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered permanently waived.
- (3) If a supervisor or other Employer representative fails to hold a meeting or to respond to a grievance by the stated deadline, the grievance is automatically advanced to the next step.
- (4) An employee may be accompanied at any stage of the grievance procedure by a representative of his or her choice.
- (5) An employee may present grievances and have them adjusted without the intervention of the Union. An employee who chooses not to have Union representation in the grievance procedure shall sign a waiver to this affect. An employee, who signs such a waiver, may rescind the waiver at any time.
- (6) "Days" shall mean calendar days. If the last day for filing or advancing a grievance is a holiday the filing or advance of a grievance will be due the next Department work day.
- (7) The parties may mutually agree to an extension of any of the deadlines in this Article.
- (8) A grievance may be brought by an employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group.

3.1 Grievance and Arbitration Steps. The following procedure will be used in processing a grievance:

Step 1: Supervisor. The employee aggrieved may first attempt to settle the matter by conference with his or her immediate supervisor. Any grievance of any disciplinary action taken by the Employer shall be filed in writing as specified in Step 2 within seven (7) calendar days of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

Step 2: Assistant Director. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, or the aggrieved employee chooses not to exercise the option provided in Step 1, the grievance shall be reduced to writing and filed with the employee's Assistant Director, or designee in the absence of the Assistant Director, on a form to be provided by the Union, within seven (7) calendar days after the employee knew or should have known the matter complained of has occurred.

Such written grievance shall be signed by the aggrieved employee and state the following information with clearness: the exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this Agreement claimed to be violated, and the remedy sought. The Assistant Director shall give his or her answer in writing within seven (7) calendar days of the filing of the grievance.

Step 3: Director. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Director, or designee, by filing a written appeal of the grievance within seven (7) calendar days of the employee's receipt of the Assistant Director's response. The Director or designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within seven (7) calendar days of the submission of the notice of appeal. In addition to the representative referred to in Section 3.1(4) of this Article, a staff representative from Ohio Council 8 is entitled to be at the Step 3 meeting if the grievant so requests. The Director or designee shall make a written response to the appeal within fourteen (14) calendar days of the meeting. Such written response shall include the Director's, or designee's rationale for making the determination.

Mediation: The parties agree that they may utilize the services of a mediator to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to the procedures mutually agreed to in writing in advance of the mediation process. The

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Union and the County shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

Step 4: Arbitration

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Employer written notice of its desire to arbitrate, which must be received by the Director or her designee within fourteen (14) calendar days of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure: within thirty (30) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator or either party may request in writing the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After six names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts, except discipline. Within thirty (30) calendar days after the close of the hearing, the arbitrator shall issue his or her award in writing.

b. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently/ existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement and only when the contract language is not clear. Past practices are defined as practices occurring prior to the effective date of this contract. The arbitrator shall expressly confine himself or herself to the precise issue(s) not so submitted to the arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have the power to modify remedies issued under the discipline procedure. Awards will be implemented as soon as possible, but in no event later than 60 calendar days following receipt of the arbitrator's award unless one of the parties files an action to vacate the arbitrator's award.

d. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Employer shall be final and binding upon the grievant, the Union and the Employer. Nothing in this Article restricts or limits an employee's rights as guaranteed by the EEOC/OCRC.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The grievant shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

The Local Union President, or designee, and any employee witnesses shall be able to attend arbitration hearings at no loss of pay or benefits. Employee witnesses will be called to the arbitration hearing when it is time for their testimony.

The Local Union President may be present for the entire hearing if operational needs permit. If operational needs preclude the Local Union President's attendance, a designee shall be permitted to attend the arbitration hearing.

**ARTICLE 4
NO STRIKES/NO LOCKOUT**

4.1 No Strikes. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which county services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which county services are being performed,

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during the life of this Agreement. It is the responsibility of the Employer to provide safe entrance through strike activity to the place of employment. If the Employer cannot so provide such safe entrance, the employee will not be required to report for work. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

4.2 Discipline. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 4.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. The Union agrees that it will not oppose the discharge or discipline of anyone who engages in such acts or anyone who intimidates, threatens, or induces another employee to take part in any such activity and that disciplinary action including discharge taken by the Employer shall be without recourse.

4.3 No Lockouts. The Employer will not lock out the employees during the life of this contract.

**ARTICLE 5
HOURS OF WORK AND OVERTIME**

5.1 Hours of Work. This Article is intended to define the hours normally worked by employees in their various classifications. Work schedules for bargaining unit employees will be arranged by the Employer so the normal scheduled workweek is 40 hours work per week, exclusive of the unpaid lunch period up to forty-five (45) minutes. This schedule does not prevent the Employer from establishing different work schedules to meet its needs. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or work per week. The normal but not guaranteed workweek will consist of five (5) consecutive work days. There will be two fifteen-minute breaks. For purposes of computations under this Article, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.

5.2 Overtime. The Employer necessarily retains the right to require employees to work more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines that needs may require. However, each employee will be paid, either in wages or in compensatory time, at the rate of one and one-half times his or her regular straight-time hourly rate for all authorized hours worked in excess of forty (40) hours in any one workweek. The employee may elect that the employee receive comp-time in lieu of overtime pay. Authorization for overtime must be in writing on a form provided by the Employer and a copy of the supervisor's determination will be provided to the employee. All hours in active pay status other than sick leave, comp-time, and personal leave shall be compensated in calculating overtime and compensatory time entitlement. For purposes of this Article, active pay status means the conditions under which an employee is eligible to receive pay: for example, vacation leave and holidays.

5.3 Compensatory Time. Employees shall request compensatory time in advance of actually working the overtime hours, except in emergency situations. Where it is impossible to request comp time in advance, a request shall be made on the next working day in which the employee reports to work. Comp time must be authorized by the appropriate supervisor or the Director. Comp time can be accumulated up to 120 hours and must be utilized within 180 days of the time it is earned or it shall be paid out to the employee. Comp time shall be scheduled at a mutually agreeable time.

5.4 Preapproval of Overtime. Employees may request to work overtime to meet the needs of a client, however all such requests must be pre-approved in writing by their immediate supervisor. If the supervisor is not available, the employee may contact the supervisor by phone. If this is not possible they should contact the next level of supervision. Employees who work overtime to meet the needs of the client, may request to flex out the time in the same week. When flex time is requested the supervisor will review the calendar and discuss with the employee if there is a time during the week that they could flex. If flex time is not possible, the employee will choose either comp time or overtime.

5.5 Recording Work Hours. An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Employer.

**ARTICLE 6
DISCIPLINE/DISCHARGE**

6.1 Discipline. Non-probationary employees may be disciplined or discharged for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Non-probationary employees may also be disciplined or discharged for any violation of the Employer's current rules or policies or rules or policies hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement.

6.2 Attendance. Employees shall be present and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance. An employee who is absent for a scheduled workday without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for discharge, regardless of prior discipline.

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Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including discharge, in accordance with the regular policy on absences without leave. If the Director determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he/she may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including discharge.

6.3 Examples of Discipline, Retention of Discipline Records. Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) suspension and (4) discharge. If a suspension or discharge is involved, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. Retention of discipline records shall be subject to the County Policy.

6.4 Prediscipline Process. Before imposing a reduction in pay, demotion, suspension or removal, the Director or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The employee or his representative may respond to the charges. The employee may waive the right to such conference by giving written, signed, dated notice to the Director/designee of his intention to do so. The conference will be scheduled as promptly as possible, provided the employee is given 24 hours notice (which may be waived by the employee). The Director or her designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three days pending the conference provided for this section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate; the employee shall receive back-pay and fringe benefits for the period of suspension.

6.5 Serious Infractions. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the county;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel, or the uttering of threatening or abusive language to other Department or County employees, or to the public;
- d. Intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
- e. Falsification of any county records or employment records; and
- f. Fighting.

6.6 Appeal of Discipline. Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 3.

**ARTICLE 7
PROBATIONARY EMPLOYEES**

7.1 Probationary Period. Newly hired full-time employees of the Department must complete a 365 calendar day probationary period. Newly hired part-time employees' probationary period will be complete after they have 2080 hours in active pay status. The probationary period may be extended by mutual agreement.

7.2 Transfers. Employees transferring into a different position within the same classification shall not be required to complete a probation period however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement.

Employees selected for a position in another classification with the same pay rate assignment or promoted to a classification with a higher pay rate assignment shall serve a 180 calendar day probationary period.

7.3 No Right to Grieve or Appeal. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms

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of this Agreement or appealable under civil service laws.

7.4 Probationary Reduction. A promoted employee is subject to being reduced or returned to his or her previous position and pay scale at any time prior to the completion of the probationary period in Section 7.2 above. Employees selected for a position in another classification with the same pay range as specified in Section 7.2 shall also be subject to being returned to their previous position at any time prior to the completion of the probationary period. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

**ARTICLE 8
LAYOFF AND RECALL**

8.1 Exclusive Procedure. The procedures of this Article supersede the procedures of O.R.C. 124.321 et seq. Layoffs shall be conducted solely in accordance with this Article.

8.2 Reasons for Layoff. Layoffs may be effectuated for the following reasons:

- 1) Lack of funds;
- 2) Lack of work; or
- 3) Abolishment of positions.

For purposes of this Article, lack of funds means there is a lack of funds within either the social services department, the human services (income maintenance) department, jobs department or special programs resulting from lack of program funding. This Article in no way requires a transfer of monies from the county general fund in excess of the mandated share.

A lack of work means a current or projected decrease in workload.

8.3 Determination of Classifications. The Employer shall determine in which classifications the layoffs should occur and the number of employees to be laid off. All employees in the bargaining unit shall be placed on a seniority list by classification. The Employer will not use seasonal or temporary employees when regular employees are on a recall list for that classification. Seniority shall be determined by the length of continuous service with the Delaware County Department of Job and Family Services. Among those with the same length of continuous service, seniority shall be determined by the following:

- a. The employee's first day on the job.
- b. The length of any prior full-time service, if any, with the Department.
- c. In the event that two or more employees still have equal seniority, all determinations in the order of layoff and recall shall be made by a toss of the coin.

8.4 Layoff by Seniority and Qualifications. Employees in a classification selected for layoffs will be selected for retention or layoff on the basis of seniority as defined in Section 8.1 above. The exception shall be where an employee who would be retained does not have the qualifications to fill the job positions that remain in that classification. In that case the Employer shall retain the most senior employees that are qualified to fill the positions remaining after the layoff. The Employer shall determine whether an employee has the requisite qualifications for a position.

8.5 Bumping/Displacement. Following the procedures of this section, employees to be laid off shall be permitted to bump into bargaining unit classifications the least senior employee (provided the laid off employee has greater seniority) subject to the following conditions. The employee to be laid off may only bump to a classification in the Department that: 1) the classification is at the same or lower pay grade; 2) the employee previously worked in that classification; 3) the employee successfully complete a 90 days probationary period and if not successful shall be laid off, with no right to grieve or appeal; 4) the employee may not displace if the employee does not possess the necessary certifications for the position; and 5) employees wishing to bump must provide written notice within five (5) calendar days of their receipt of the layoff notice. If the employee does not meet all the criteria the employee will be laid off.

8.6 The bumped employee(s) may then exercise this bumping procedure until a bumped employee is not able to bump another employee, then that bumped employee will be laid off.

8.7 Recall List. Laid-off employees shall remain on a recall list for twenty-four months from their last workday. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is able to perform the available work without greater than normal supervision and without additional training. The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. If the Employer has not received the employee's written acceptance of the offer of recall within five (5) working days of receipt of the letter, the offer shall lapse and the employee shall be

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removed from the seniority list.

8.8 Classifications. For purposes of this Article, classifications shall be identical to those set forth in Union Recognition, Article 1.

8.9 Notice to Union. The Employer will give the Union 21 calendar day advance notice of layoffs if at all possible. If possible, employees will be given at least two weeks notice of any layoffs. The Employer, upon request from the Union, will attend a meeting with representatives of the Union to discuss the impact of the layoff on bargaining unit employees and possible alternatives to layoff.

**ARTICLE 9
ASSIGNMENT OF WORK**

The Director reserves the right to assign bargaining unit work to supervisors or to temporary, casual, intermittent or seasonal employees where the Director determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs to perform work efficiently or on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, where no qualified employee is readily available, in an emergency, and in other circumstances in which supervisors or temporary, casual, intermittent or seasonal employees have done work for the Employer in the past.

**ARTICLE 10
VACANCIES, PROMOTIONS AND TRANSFERS**

10.1 Posting; Selection by Director. When a vacancy occurs, the Director shall post a dated notice, indicating the position vacancy and qualifications, on the County website for a period of at least ten (10) calendar days. Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices shall be given to the local Union president or designee prior to posting. Interested non-probationary full time employees may have their applications considered by filing an application with the County Human Resources within the seven (7) calendar days of the posting. Applications filed after the seventh full day of the posting will not be considered. It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Director's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Director, in his/her discretion, determines that no current employees who applied have the desired qualifications and experience.

10.2 Selection based on Qualifications. The Director will select the applicant he/she deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill, qualifications, experience, evaluation, active discipline, and seniority. If the Employer determines that two employees are equally qualified for the position, the employee with the most agency seniority shall have preference for the position. The Director will not be arbitrary in employment decisions. For purposes of this Article seniority is defined as continuous service in the employ of the Delaware County DJFS. Employees selected for a position or a lateral transfer to a different classification (with the same pay range assignment) are not eligible to apply for another position or a transfer for a period of a year, unless the employee is reduced during a promotional probationary period and/or returned to their former classification per Section 7.2.

10.3 Temporary Vacancies. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Director without regard to this job bidding procedure. Temporary full-time transfers under this section shall not last longer than 90 calendar days however this time period may be extended to a maximum of 180 calendar days by mutual agreement of the parties. If an employee is temporarily assigned to a lower paying job, he/she will remain at his current rate of pay. If an employee is temporarily assigned to a higher paying job, he/she will receive the greater of his/her regular pay or Grade "F" of the wage chart for the position for which he/she is temporarily assigned.

10.4 Employer Indemnified. The Union shall indemnify and hold harmless the Employer, and all officers and agents of the Employer against all lawsuits, administrative actions, claims and/or costs arising from or in any way related to the implementation of this Section.

10.5 Employee Request for Meeting. Employees not selected for a filled vacancy may request a meeting with the Director to discuss his/her failure to be selected. However, the need for such meeting will be at the Director's discretion.

**ARTICLE 11
PERFORMANCE EVALUATION**

11.1 Probationary Employees. Probationary employees (including those serving a qualifying period for a promotion) will be evaluated twice, once during the middle of their probationary period and once at the end of the probationary period.

11.2 Non-Probationary Employees. Non-probationary employees will be evaluated at least once annually after completion of their probationary period.

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**ARTICLE 12
UNION BULLETIN BOARDS**

12.1 Bulletin Board. The Employer will provide space for bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.

12.2 Copies; Limitations. The Union will provide a copy of each notice to be posted on the bulletin boards to the Director or designee. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the materials. If the employee fails to remove the material as directed, he shall be subject to disciplinary action.

**ARTICLE 13
WAIVER IN CASE OF EMERGENCY**

13.1 Suspension of Timelines and Work Rules. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Delaware County Commissioners, the United States Congress or the State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- (1) Time limits for Employer or Union replies on grievances.
- (2) Work rules and/or agreements and practices relating to the assignment of employees, with the approval of the Director or a supervisor.

13.2 Grievances. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure Article and shall proceed from the point in the Article to which they had properly progressed.

**ARTICLE 14
SAFETY**

14.1 Incident Report. The Employer will provide an incident report form on which employees should report any safety or security related hazards in and around Department premises. Forms may be picked up from the employee's immediate Supervisor or on the County information system. All hazards reported will be investigated. Failure to notify the Director, or designee, of a potential safety or security related hazard may subject the employee to discipline up to and including discharge.

14.2 Social Workers. Social workers who are called out into a potentially hazardous situation should utilize law enforcement accompaniment. If law enforcement accompaniment is unavailable, the employee may take along a supervisor or, with supervisor approval, another employee of the Department.

14.3 Process to Raise Safety Issue. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 or 4167.13 until the following process has been completely exhausted.

An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two (2) work days of the occurrence of the alleged violation.

If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director or designee, within two work days after his/her conference with the immediate supervisor. The Director or designee, will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or designee will respond to the complaint within seven (7) calendar days.

If the Director or designee, does not resolve the alleged violation to the satisfaction of the employee, the employee or Union may appeal the complaint to the County Administrator by filing a written appeal with him/her within two (2) work days of the Director's or designee, response. If the Director or designee, does not respond by his/her deadline, then the employee or Union may file their appeal within two (2) work days of that deadline. The County Administrator or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within seven (7) calendar days after the conference, the County Administrator shall provide his/her written response to the alleged violation.

The procedure set forth in this Article shall in no way restrict the Employee's or Union's right to utilize the protections afforded them under Ohio Revised Code 4167.06.

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**ARTICLE 15
SUBCONTRACTING**

Except for emergencies involving the public health, welfare, and safety, the Employer agrees that subcontracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

**ARTICLE 16
WORK RULES**

County and Department work rules will be posted on the Department or the County Information System and be accessible to the employees. The local Union president or designee shall also receive copies of all new and revised work rules. The Employer will provide two (2) working days notice of any change in work rules unless immediate implementation is necessary because of an emergency, law, regulation, or ordinance. The Union may request a meeting with the Employer to obtain clarification of any new work rule. The listed work rules will not necessarily be exclusive - common sense will prevail in the case of doubt. Work rules will not be arbitrary or capricious, and will be uniformly applied, insofar as is practicable.

**ARTICLE 17
EMERGENCY RESPONSE SYSTEM**

17.1 Response Policy. The parties agree to follow the "After Hours Procedure Policy". The policy can be changed by mutual agreement.

17.2 Substitute. In case of personal emergency of the employee where an on-call employee will not be able to handle emergency calls, that employee is responsible for notifying in advance, a supervisor, or the Childrens Services Administrator, in order to arrange for a substitute. Misrepresentation of a personal emergency shall be cause for discipline.

17.3 On-call Pay. The on-call employee will receive two hundred ten dollars (\$210.00) per week (\$30.00 per day). If the on-call employee does not carry the on-call cell phone the full week for any reason, he/she will be paid only for the days the on-call cell phone is carried. The back-up employee will be paid for those days that he/she serves as the primary on-call employee.

17.4 Loss of County Property. If an employee loses an on-call cell phone, or other assigned equipment, the cost of the on-call cell phone or equipment shall be deducted from the employee's pay unless the Director decides otherwise.

17.5 Rotation of On-call. The Employer shall establish the on-call rotation list annually. All Social Services Worker 3's shall be on the on-call schedule at least one quarter in a twelve month period. It is fully understood that the Employer has the right to insure that there is proper staff assigned to cover emergency calls.

**ARTICLE 18
CASELOAD DISTRIBUTION**

The Employer reserves the right to assign caseloads. The Employer will attempt to train employees in an effort to allow for equitable distribution of caseloads among employees doing the same type of work, insofar as is practicable.

**ARTICLE 19
LEAVES**

19.1 Sick Leave

1. Paid sick leave shall be earned and accumulated at the rate of four and six-tenth (4.6) hours for each eighty (80) hours an employee is in active pay status.

2. Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family. Employees may also use sick leave for absence due exposure to a contagious disease which could be communicated to other employees.

3. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of 15 minute increments.

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4. Upon retirement, accumulated sick leave shall be paid at the rate of one hour of pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value sixty (60) days' paid leave.

5. In the event of the death of the employee, accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, *if* there is no surviving spouse at the rate of one hour's pay for every four hours of accumulated sick leave.

6. An employee who is absent due to one of the above reasons must report his/her absence to his/her immediate supervisor as soon as possible. Upon return to work, or in advance of the absence when the employee uses sick leave for a doctor's appointment, the employee must complete a leave request form.

7. An employee who transfers from one County office to another, or who transfers from other public employment in Ohio to County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The employee is responsible for obtaining certification of his/her previously accumulated sick leave for County records.

8. An employee who has been separated from County employment, but who is reemployed by the County shall be credited with his or her previously unused accumulated sick leave, if the re-employment occurs within 10 years of the date of the employee's last separation from county employment.

19.2 Definitions:

Active pay status: Conditions under which an employee is eligible to receive pay, which includes, but is not limited to, vacation leave, sick leave, and compensatory leave.

Immediate family: Means an employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepparents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

19.3 Vacation Leave:

1. Bargaining unit employees shall earn vacation leave according to their years of service as follows:

- a. Less than 1 year of service completed - no vacation.
- b. 1 year of service, but less than 8 years completed - 80 hours.
- c. 8 years of service, but less than 15 years completed - 120 hours.
- d. 15 years of service, but less than 25 years completed - 160 hours.
- e. 25 years or more of service completed - 200 hours.

2. Vacation is credited each bi-weekly pay period at the following standard rates:

- a. 3.1 hours per pay period in active pay status are entitled to 80 hours annual vacation.
- b. 4.6 hours per pay period in active pay status are entitled to 120 hours annual vacation.
- c. 6.2 hours per pay period in active pay status are entitled to 160 hours annual vacation,
- d. 7.7 hours per pay period in active pay status are entitled to 200 hours annual vacation.

3. An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date with the permission of his/her supervisor and written approval of the Director annually. This approval will not be arbitrarily denied. Vacation credit in excess of three (3) years will be eliminated.

4. Vacation leave may be taken in minimum increments of one-quarter (0.25) hours.

5. At the time of separation from employment, an employee is entitled to compensation at his/her current rate of pay for any unused vacation leave accrued.

6. In the case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse or to his/her estate.

7. According to the ORC 9.44, if a County employee has held a position with the State of Ohio or another Ohio political subdivision (county, municipal, school system, etc.), he or she is entitled to include the service time from past public employment to the service time with Delaware County for the purpose of determining vacation accrual eligibility. An employee will not be entitled to marry his/her prior service time if he/she had retired from public

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service with his/her prior employer. An employee is required to utilize the procedures within the Prior Service Credit for Vacation Accrual Policy in the Standard Operating Procedures Manual to receive credit for prior service.

The above service requirement need not be continuous. However, completion of a total of one (1) year service (twenty-six pay periods) with Delaware County and/or another Ohio political subdivision or a combination thereof is required before the employee is eligible to use or receive a payment for any accrued vacation time.

19.4 Jury Duty

The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Personnel Manual in effect at that time.

19.5 Military Leave

Employees shall receive Military Leave in accordance with the provisions set forth in the Delaware County Personnel Manual in effect at that time.

19.6 Family Medical Leave

The Employer shall comply with all requirements of the Family Medical Leave Act in accordance with the Delaware County Personnel Manual in effect at that time and all federal requirements under the Act.

19.7 Unpaid Leaves of Absence

1 Employees may request an unpaid leave of absence for educational, personal or disability reasons from their appointing authority. The decision whether to grant the leave is left to the appointing authority's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the appointing authority. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.

2 Educational leave may be granted for up to two years for purposes of education, training or specialized experience which would benefit the appointing authority's office. Upon completion of the leave of absence, the employee will be returned to his/her former position or a similar position within the same classification.

3 Where an employee is unable to pre-determine the exact length of his/her leave, an indefinite leave not to exceed six months may be approved. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. The employee may be permitted to return to work at anytime during the six-month period, provided that he/she gives the appointing authority at least two weeks' written notice of his/her desire to return to work. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the appointing authority.

4 While on leave without pay an employee does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. His/her anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence, other than Family and Medical Leave Act leave, must pay the premium for his/her health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

5 Unpaid leaves of absence shall not be granted to an employee for the purpose of engaging in political activity.

19.8 Personal Leave

Each bargaining unit member shall be entitled to twenty-four (24) hours of absences per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least a 120-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in four hour increments.

19.9 Bereavement Leave

An employee may use sick leave for a reasonably necessary time, in no event to exceed five (5) days, for bereavement purposes for the death of a member of the employee's immediate family as defined in Section 19.2 of this Article. For funeral attendance purposes in the event of the death of a person who is not a member of the employee's immediate family, including other family members (e.g. aunts, uncles, niece/nephew and cousins of any degree) and friends, an employee may not use sick leave, but may use another type of leave such as vacation leave or compensatory time, if such leave is available to the employee.

ARTICLE 20

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INSURANCE BENEFITS

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the employers' share of the cost of such benefits, the terms and conditions on which such benefits are provided, the limitations and qualifications of such benefits, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit, or pay a greater percentage for the benefits than they are currently paying.

**ARTICLE 21
HOLIDAYS**

21.1 Holidays. Full-time employees shall receive eight hours of straight time pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Independence Day
Washington-Lincoln Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

Regular part-time employees shall be paid for the hours they are scheduled to work on holidays.

Full-time employees (and regular part-time employees if scheduled to work) shall receive four hours of straight time pay for the following holidays:

- Little Brown Jug Day
- Christmas Eve Day
- New Year's Eve Day

21.2 Observance of Holidays. If the holiday falls on a Saturday, the Friday immediately preceding shall be observed as holiday; if the holiday falls on a Sunday, the Monday immediately succeeding shall be observed.

An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when the employee is absent on sick leave.

If an employee's work week is other than Monday through Friday, the employee is entitled to holiday pay for any holidays observed on the employee's days off.

21.3 Holidays Worked. If an employee is required to work on a holiday, the employee shall receive holiday pay plus pay for time actually worked on the holiday. If the time actually worked on a holiday is not overtime, the employee's pay for the time worked shall be the employee's regular straight time rate. If the time actually worked on a holiday is overtime, the employee's pay for the time worked shall be one and one-half times the employee's regular rate.

**ARTICLE 22
LABOR-MANAGEMENT MEETINGS**

Regular Labor Management meetings will be held between the Employer and Union representatives to discuss matters of concern. Annually, the Parties will meet to develop a meeting calendar. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union, which may only be current employees, and Union Staff representatives of Ohio Council 8. Others may attend with the agreement of the other party.

**ARTICLE 23
WAGES**

23.1 County Compensation Plan. The employee's wage rates shall be determined in accordance with the County's Compensation Management System. The County shall place new hires on an advanced step depending on their experience. If the merit budget is less than 2%, the parties will meet to discuss finances. No employee will suffer a wage reduction as a result of the Employer's periodic wage review.

23.2 One Time Payment for Degrees and Licenses. Employees who receive an associates, bachelors, or masters degree during their employment shall receive a one time bonus. Employees who are issued a LSW or LISW license during their employment shall also receive a one time bonus. If an employee resigns from the Department less than one year following receipt of the bonus payment the employee will be responsible to repay, which may be set off from their final paychecks or leave conversions, prorated to the months remaining in the one year period

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following receipt of the bonus.

Degree/License	Bonus
Associates	2% of annual salary
Bachelors	3% of annual salary
Masters	4% of annual salary
LSW	3% of annual salary
LISW	4% of annual salary

23.3 Review of Evaluation. Employees who disagree with their evaluation may file a grievance at the Step 3 (Director's Step) of the grievance procedure. The Director's decision shall be final and binding on the employee and the union; therefore, evaluation grievances are not subject to the arbitration procedure of this contract. Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase. Employees will be re-evaluated after six months and if they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation.

**ARTICLE 24
REIMBURSEMENTS**

24.1 Training Reimbursement. Employees approved by the Employer to attend work-related classes, seminars, conferences, training sessions, or State sponsored programs shall not lose time or pay for attending such classes or events. The Employer agrees to pay all registration costs of all employees approved for such leave. The Employer shall also pay mileage as set forth in this Article.

24.2 Tuition Reimbursement. Employees shall be eligible to participate in the County's Tuition Reimbursement Policy.

24.3 Mileage. The Employer shall reimburse employees at the current County rate per mile for miles driven by an employee when the employee is required to drive his or her personal vehicle to transact County business.

24.4 Meals/Lodging. In the event an employee is on approved business required by the Employer outside of Delaware County, then such employee shall be reimbursed under the County policy.

24.5 Parking. Employees on approved County business shall be reimbursed for the necessary cost of parking upon presentation of a valid, dated receipt.

**ARTICLE 25
JOB DESCRIPTIONS**

25.1 Job descriptions. The Employer shall furnish the Union with copies of job descriptions as soon as a review is completed.

25.2 Review of Job Assignments. If an employee believes that his/her job duties have changed materially, the employee may request that the Director or designee review the job in question. The supervisor will meet with the employee and union representative to review the employee's current job duties. If the Employer determines that the duties have changed materially, it will refactor the job in question and adjust the job's placement on the wage chart accordingly. However, no employee's pay will be reduced as a result of this Section.

**ARTICLE 26
SCOPE AND SEVERABILITY**

26.1 Scope and Waiver. It being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the State law also impinged in many ways on the responsibilities of the Employer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in O.R.C. 4117.01 et seq. and that certain issues between the members of the unit, including their Union representatives, and the Employer may be resolved through the grievance procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in O. R. C. Sec. 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

a. This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

b. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full

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opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

26.2 Severability. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect and the parties shall meet to negotiate a new Article or Section to replace the illegal Article or Section.

26.3 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union will save the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

**ARTICLE 27
UNION SECURITY**

27.1 Dues Check-off. The Employer, pursuant to O.R.C. 4117.09 (B)(2) shall deduct periodic dues, initiation fees and assessments of employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted at least two weeks prior to the payday at which it is to take effect. The deduction shall continue until the employee is terminated, transferred to a job classification outside of the bargaining unit, or written revocation in accordance to the check-off agreement. Written revocation must be received by the Association 30-45 days prior to the expiration of the collective bargaining agreement.

27.2 Union Notice of Increases. The Union shall notify the Employer in writing of any increase in the amount of dues to be deducted. Such increase shall be deducted in the next scheduled deduction period as long as at least two weeks notice is given.

27.3 Deductions. Union dues deductions shall be deducted biweekly. The total amount of dues to be deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within fifteen days following the deduction. An alphabetical listing shall accompany the remittance, indicating those employees paying dues.

27.4 Reimbursement by Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Employer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to defend and to hold the Employer harmless from all claims of excessive or improper dues deduction.

27.8 Seniority List. The Employer agrees to provide the Union with a seniority list annually.

**ARTICLE 28
APPLICATION OF CIVIL SERVICE LAWS**

Except as may be otherwise expressly provided in this Agreement, Ohio Civil Service laws and rules shall not apply to employees in the bargaining unit. However, provisions concerning the reporting of personnel action to the Ohio Department of Administrative Services regarding bargaining unit employees shall apply. It is fully understood that the Ohio Department of Administrative Services and the State Personnel board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this Agreement.

**ARTICLE 29
INCLEMENT WEATHER DAYS**

Severely inclement weather may occasion the declaration of a weather emergency by the Delaware County BCC that includes the closing of County offices for all or a portion of the regular workday. Employees who are actually working (i.e. on the clock) during the time the emergency is declared, shall be compensated at their regular hourly rate for the period that offices are closed up to their regular eight hours.

Employees who are on vacation, sick leave, compensatory leave, or leave without pay will be charged with said leave without regard to the weather emergency and without regard to when their leave began. No leave balances will be adjusted to credit employees on leave with the emergency leave hours.

The exception shall be the situation where an employee has requested and been granted vacation or comp time because of inclement weather and Delaware County is subsequently closed due to the same inclement weather. In this case, the affected employee shall be permitted to rescind their vacation or comp request and be paid as per paragraph 1 of this Article for the portion of time the County offices are closed (i.e. If the County offices close at 11:00 a.m. then the employee may rescind their leave request for the remainder of the business day beginning at 11:00 a.m.).

The emergency hours will be considered active pay status for determining eligibility for overtime pay.

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Employees shall be paid for all hours they are regularly scheduled and that the agency is closed because of calamity. Due to inclement weather, an employee may request of their supervisor immediate use of vacation leave or unpaid leave.

**ARTICLE 30
NON-DISCRIMINATION**

30.1 Nondiscrimination. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, handicap, sexual orientation, union affiliation or non-union affiliation.

30.2 No Interference. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or Chapter 4117 O.R.C.

The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce employee exercising the right to abstain from membership in the Union or from involvement in Union activities.

30.3 Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 31
UNION REPRESENTATION**

The Employer may give the appropriate union representative reasonable amount of time to investigate and process grievances during working hours with no loss of pay upon notification and with the prior approval of the immediate supervisor. The Employer agrees to continue to permit the union to conduct meetings in the facility with prior approval of the Director or designee. The Union shall be permitted up to 15 minutes to make presentations to new hires during regular business hours.

**ARTICLE 32
ADR PROCEDURE**

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure. This procedure supersedes the procedures listed in the Section 4117.14(C)(2)-(6) and any other procedure to the contrary.

In the event that agreement is not reached after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service. Mediation shall occur at times and places mutually agreed to by the parties. If mediation is unsuccessful, the Union may exercise its right to strike pursuant to R.C. 4117.14(0)(2).

**ARTICLE 33
SUCCESSOR**

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transfer is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

**ARTICLE 34
DURATION OF AGREEMENT**

34.1 Termination. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

34.2 Duration. This Agreement shall become effective January 1, 2014 and shall remain in full force and effect until 11:59 p.m. on December 31, 2016.

34.3 Negotiations. Either party may give written notice of its desire to terminate the Agreement or to modify or negotiate a successor contract no more than 120 days or less than 90 days before the expiration of this Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

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

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There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners