

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 13, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-1167

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 9, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 9, 2014; 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. 14-1168

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1010:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1010 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Westech	Repair parts	66211904-5201	\$14,744.00
PNC Bank	Procurement Card Commissioners	10011139-5300	\$ 5,000.00
PNC Bank	Procurement Card Commissioners	10011102-5300	\$ 2,000.00
Beem's BP	Services Center Fuel	10011106-5228	\$50,000.00
Germain Ford	Services Center	10011106-5228	\$ 1,000.00
Germain Ford	Services Center	10011106-5328	\$ 3,000.00

PR				
Number	Vendor Name	Line Description	Line Account	Amount
PERMANENT IMPROVEMENT				
R1405546	BKM CONSTRUCTION LLC	EMS 2 - PARKING LOT REPAIR	40111402-5328	\$16,234.00
R1405576	DANS CARPET & LAMINATES	CHANNING ST - CARPET	40111402-5410	\$33,768.26
JOB AND FAMILY SERVICES				
R1405553	OFFICE CITY EXPRESS INC	OFFICE FURNITURE	22411605-5201	\$18,092.66

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

RESOLUTION NO. 14-1169

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Common Pleas Court is requesting that Ryan Swinehart, Ed Werling, Doug Missman, Laurie Winbigler and Curt Robards attend an Ohio Justice Alliance Training in Columbus, OH at the cost of \$1,125.00 (fund number 10022202).

The County Engineer is requesting that Jack Jennings attend a 2014 PLSO Fall Seminar in Mason, Ohio on October 16, 2014 at the cost of \$264.60 (fund number 29214018).

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

RESOLUTION NO. 14-1170

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR FROG HOLLOW:

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

WHEREAS, on September 30, 2014, a Ditch Maintenance Petition for Frog Hollow was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Frog Hollow located off of Green Cook Road between Fancher and Robins Roads in Harlem Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$14,500. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Three lots are created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$4,833 per lot. An annual maintenance fee equal to 2% of this basis (\$96.66) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$289.98 has been paid to Delaware County

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 14-1171

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE VILLAGE OF OLENTANGY CROSSING:

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

WHEREAS, on October 6, 2014, a Ditch Maintenance Petition for The Village of Olentangy Crossing was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Village of Olentangy Crossing located off of US Route 23 between Orangewick Drive and Rail Timber Way in Orange Township; and

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WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$105,596.13. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 156 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore \$676.90 per unit. An annual maintenance fee equal to 2% of this basis (\$13.54) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,111.92 has been paid to Delaware County.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 14-1172

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR ESTATES OF GLEN OAK
SECTION 5, PHASE B:

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

Whereas, as The Engineer recommends approving the Owner’s Agreement For Estates of Glen Oak Section 5, Phase B;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Estates of Glen Oak Section 5, Phase B:

Owner’s Agreement for Estates of Glen Oak Section 5, Phase B

OWNER’S AGREEMENT
PROJECT NUMBER: 14016

THIS AGREEMENT, executed on this 13th day of October, 2014 between **PULTE GROUP**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **ESTATES OF GLEN OAK SECTION 5, PHASE B**, further identified as Project Number 14016 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

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OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit FORTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$41,300) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Delaware County Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER 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.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$516,500
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 51,600
INSPECTION FEE DEPOSIT	\$ 41,300

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

RESOLUTION NO. 14-1173

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT

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KNOWN AS DEL-CR203-1.38 CURTIS ROAD – CULVERT SUPPLY AND INSTALLATION BID:

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

**DEL- CR203-1.38 Curtis Road – Culvert Supply and Installation Bid
Bid Opening of September 30, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Lane Enterprises, Inc., the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Lane Enterprises for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Lane Enterprises, Inc. for DEL-CR-203-1.38 Curtis Road – Culvert Supply and Installation Bid

CONTRACT

THIS AGREEMENT is made this 13th day of October, 2014 by and between **Lane Enterprises, Inc., 8271 Mercer Street, Pulaski, Pennsylvania 16143**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-CR203-1.38 Curtis Road – Culvert Supply and Installation Bid”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Fifty-Two Thousand Five Hundred Four Dollars and Sixteen Cents (\$52,504.16)***, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

RESOLUTION NO. 14-1174

IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES CONTRACT NO. 2014-1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND E.P. FERRIS AND ASSOCIATES FOR SERVICES AS LISTED IN THE SCOPE BELOW:

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

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**GENERAL ENGINEERING SERVICES
DELAWARE COUNTY ENGINEER'S OFFICE
DELAWARE, OHIO
Scope of Services**

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

Roadway Design
Plan Review
Intersection Design
Drainage Design
Traffic Studies
Structural Design and Review Services

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be twenty-four months from the authorization date of the agreement.

The total amount of this agreement shall not exceed \$150,000.00

Whereas, the County Engineer recommends approval of General Engineering Services Contract No. 2014-1 between the Delaware County Board of Commissioners and E.P. Ferris and Associates as follows:

PROFESSIONAL SERVICES CONTRACT

**DELAWARE COUNTY ENGINEER'S OFFICE
GENERAL ENGINEERING SERVICES NO. 2014-1**

Section 1 – Parties to the Agreement

Agreement made and entered into this 13th day of October 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of E. P. Ferris and Associates, 880 King Avenue, Columbus, Ohio 43212 (“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 of Task Orders.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services by Task Order as specified in the Scope of Services, dated July 25, 2014 by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Tasks performed under this Agreement shall be in accordance with the Scope of Services and shall not exceed an aggregate sum One Hundred Fifty Thousand Dollars (\$150,000.00). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required tasks.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the work performed to date for Task Order(s) authorized by the Administrator in accordance with the Consultant's Price Proposal for each respective Task Order. 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.

Section 6 – Completion of Work, Delays and Extensions

This Agreement shall be in effect from the date of approval by both parties for a period of up to two (2) years. In the event that unforeseen and unavoidable delays prevent the timely completion of a Task(s) performed under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of

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\$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

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

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

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

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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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

- 13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 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.

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the General Engineering Services Contract No. 2014-1 between the Delaware Board of Commissioners and E.P. Ferris and Associates.

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

RESOLUTION NO. 14- 1175

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

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

- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and
- WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and
- WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and
- WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

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

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
CAR	FORD, 03 CVPI 4.6L	2FAFP71W73X125722
CAR	CHEVY, 01 IMPALA 3.8L	2G1WF55K119254722
PICKUP	CHEVY, 98 2500 4X4	1GCGK29R7WE255861
AMBULANCE	FORD, 95 F-350 7.3L	1FDKF37F8SNB20729

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

RESOLUTION NO. 14-1176

IN THE MATTER OF ACCEPTING THE VOCA AND SVAA AWARD FROM THE OHIO ATTORNEY GENERAL FOR DELAWARE COUNTY JUVENILE COURT CASA SERVICES:

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

- WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the Ohio Attorney General; and
- WHEREAS, the Grant will be used to pay for staffing with in the Juvenile Court and
- WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Fiscal Department Rick Smith to execute the agreement;
- WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Rick Smith Juvenile Court as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 2015-VOCA-10214606
Source: Ohio Attorney General Federal Funds
Grant Period: 10-1-14 thru 09-30-15

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Grant Amount: \$ 18,859.50
Local Match: \$ 6,286.50
Total Project Amount: \$ 25,146.00

Grant# 2015-SVAA-10214609
Source: Ohio Attorney General State Funds
Grant Period: 10-114 thru 9-30-15

Grant Amount: \$1,918.00
Local Match: 0.00
Total: \$1,918.00

Section 2. The Board hereby authorizes, Rick Smith Juvenile Court Fiscal Department as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

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

RESOLUTION NO. 14-1177

IN THE MATTER OF ACCEPTING THE VOCA AND SVAA AWARD FROM THE OHIO ATTORNEY GENERAL FOR DELAWARE COUNTY JUVENILE COURT VICTIM SERVICES:

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the Ohio Attorney General; and

WHEREAS, the Grant will be used to pay for staffing with in the Juvenile Court and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Fiscal Department Rick Smith to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Rick Smith Juvenile Court as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 2015-VOCA-10214580
Source: Ohio Attorney General Federal Funds
Grant Period: 10-1-14 thru 09-30-15

Grant Amount: \$ 36,765.00
Local Match: \$12,255.00
Total Project Amount: \$49,020.00

Grant# 2015-SVAA-10214583
Source: Ohio Attorney General State Funds
Grant Period: 10-1-14 thru 9-30-15

Grant Amount: \$22,330.84
Local Match: 0.00
Total: \$22,330.84

Section 2. The Board hereby authorizes, Rick Smith Juvenile Court Fiscal Department as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

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

RESOLUTION NO 14-1178

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IN THE MATTER OF ACCEPTING THE AWARD FOR THE VICTIMS OF CRIME AND STATE
VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant # 2015 VAGENE445
Source: VOCA- Ohio Attorney General
Grant Period: October 1, 2014 – September 30, 2015

Federal Grant Requested Amount: \$ 62,620.71
Local Match: \$ 20,873.57
Total VOCA Grant Amount: \$ 83,494.28

Grant # 2015 SAGENE445
Source: SVAA- Ohio Attorney General
Grant Period: October 1, 2014 – September 30, 2015

Federal Grant Requested Amount: \$ 2,106.00
Local Match: 0.00
Total SVAA Grant Amount: \$ 2,106.00

Total Grant Amount: \$ 85,600.28

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

RESOLUTION NO. 14-1179

IN THE MATTER OF DETERMINING THE NORTHSTAR WWTP ANALYSIS IS AN
EMERGENCY AND APPROVING AN AGREEMENT WITH ARCADIS U.S. INC.:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) entered into a Developer’s Agreement for the Northstar WWTP per Resolution No. 06-1002 on August 3, 2006; and

WHEREAS, Delaware County owns and operates the Northstar WWTP after accepting the facility into the Delaware County Regional Sewer District per Resolution No. 08-1404 on November 24, 2008; and

WHEREAS, per the approved Developer’s Agreement, the Developer is responsible for defective materials and workmanship for five years after the Improvements are accepted; and

WHEREAS, the Developer has been making repairs to the facility per the approved Developer’s Agreement for over one year and in 2013 extended the maintenance bond for an additional year; and

WHEREAS, the repairs to date have not fixed the structural deficiencies and have uncovered considerable more defective materials and workmanship that need to be repaired; and

WHEREAS, Sewer District staff recommends hiring a consultant to conduct a structural analysis of the facility, evaluate the proposed fixes of the Developer’s consultant before additional repairs are completed and recommend repairs to address the deficiencies; and

WHEREAS, the Director of Environmental Services recommends an emergency action to hire this consultant.

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

Section 1. The Board hereby determines, pursuant to section 153.71(B) of the Revised Code, that the Northstar WWTP Analysis constitutes an emergency.

Section 2. The Board hereby approves the following Agreement with ARCADIS U.S. Inc.

PROFESSIONAL SERVICES CONTRACT
NORTHSTAR WWTP ANALYSIS

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of October, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ARCADIS U.S. Inc, 100 East Campus View Blvd, Suite 200, Columbus, Ohio 43235 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as

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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 <date>, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

The County will compensate Consultant for the work specified above as follows:

Please See Schedule “A” for Compensation and Scope Documentation.

The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

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 in a timely manner. 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 shall grant such an extension to Consultant’s time to perform the Work provided that all other terms of the Agreement are adhered to by Consultant.

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 subconsultants and 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 subconsultants and 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 subconsultants and 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 services. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed or authorized 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 subconsultants and 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 subconsultants and 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. Consultant shall, or shall cause its insurers to, provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

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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 ninety (90) 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 at the County's expense which are intended to be delivered to the County ("Work Product"). The County shall have ownership of said Work Product, including but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic Work Product produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials. Consultant does not represent the Work Product to be suitable for reuse by the County or others for extensions of the Work or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended is at the County's sole risk, without liability to Consultant. "Work Product" excludes Consultant's pre-existing or independently developed intellectual property which shall remain the sole property of Consultant.

Consultant may provide Work Product to the County in computer-assisted design and drafting format [CADD]. CADD is derived in part from computer software for which Consultant is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

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 Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant 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.

Consultant, acting as an independent Contractor, hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Consultant as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Consultant for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor

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Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

- 13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 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.

Section 3. This Resolution shall take immediate effect upon adoption.

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

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RESOLUTION NO. 14-1180

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW COUNTY
MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") appoints members to the Delaware-Morrow Mental Health and Recovery Services Board, and a vacancy exists with a term that expires on June 30, 2018; and

WHEREAS, Vanessa Marks has applied for appointment;

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

Section 1. The Board hereby appoints Vanessa Marks as a member of the Delaware- Morrow County Health & Recovery Services Board to the term expiring on June 30, 2018.

Section 2. The appointment approved in Section 1 hereof shall be effective immediately upon adoption of this Resolution.

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

RESOLUTION NO. 14-1181

IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE HEALTH,
PRESCRIPTION DRUG, DENTAL AND VISION INSURANCE RATES AND BENEFITS FOR 2015:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group health, prescription drug, dental and vision insurance coverage benefits for Delaware County employees for 2015; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2015 by Resolution 14-1077; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group dental, vision and health and prescription drug insurance coverage; and

WHEREAS, the County Administrator, the Director of Administrative Services, and the Insurance & Risk Technician jointly recommend that the Board establish the Delaware County employee health, prescription drug, dental and vision insurance benefits and rates for 2015 as described herein;

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

Section 1. The Board hereby approves the renewal rates for the Medical PPO Plan 2 including prescription drug coverage with Express Scripts via CEBCO with the following employee contribution rates effective with the first pay in January 2015 and are equal to 7.5% of the total monthly cost:

Employee Contribution (SINGLE): \$ 46.20 / mth
Employee Contribution (FAMILY): \$121.50 /mth

Section 2. The Board hereby approves group dental coverage, which shall be optional for each eligible Delaware County employee, via MetLife. Employees may choose between the MetLife Core Plan and the MetLife Buy Up Plan, which each provide options for Single, Single+1, and Family.

The 2015 Met Life dental rates are as follows:

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Met Life Core Plan:

Single: \$ 9.69 per pay
Single + 1: \$19.38 per pay
Family: \$33.09 per pay

Met Life Buy Up Plan:

Single: \$13.56 per pay
Single +1: \$27.10 per pay
Family: \$46.22 per pay

Delaware County will contribute \$19.39 per employee per month for those employees who choose to participate in the single rate Core Plan with Met Life. Contributions for Met Life Dental will begin with the first pay in December for coverage effective January 1, 2015.

Section 3. The Board hereby approves group supplemental vision coverage, which shall be optional for each eligible Delaware County employee, via VSP Choice at the following rates:

VSP Choice Plan:

Single: \$7.31 per month
Single + 1: \$14.63 per month
Family: \$23.53 per month

Contributions for VSP Choice will begin with the first pay in December for coverage effective January 1, 2015.

Section 5. The Delaware County employee health, prescription drug, dental and vision insurance benefits established and approved herein shall take effect January 1, 2015, whereupon all prior health, prescription drug, dental and vision insurance benefits and rates inconsistent with those established and approved herein shall terminate.

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

RESOLUTION NO. 14-1182

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Assistant County Administrator/ Director of Administrative Services recommends the approval of unpaid military leave for Brian Galligher, the 911 Emergency Communications Director, from October 25, 2014 until July 1, 2015;

Therefore Be It Resolved, that that Board of Commissioners approve unpaid military leave for Brian Galligher, the 911 Emergency Communications Director, from October 25, 2014 until July 1, 2015.

The Assistant County Administrator/ Director of Administrative Services recommends the approval of a compensation adjustment for Jenna Jackson with the Economic Development Department; effective 10/13/14;

Therefore Be It Resolved, that that Board of Commissioners approve a compensation adjustment for Jenna Jackson with the Economic Development Department; effective 10/13/14.

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

RESOLUTION NO. 14-1183

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2015, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Marion County, has submitted an application to the Delaware County Board of Commissioners (the "Board") for domestic violence funds for 2015, the application having been filed prior to the deadline of October 1, 2014; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant's eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2015 domestic violence funds from Turning Point shelter in Marion, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2015 at \$34,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

ADMINISTRATOR REPORTS

Tim Hansley

-There will be a 1:30PM Work Session today regarding the Sanitary Sewer project list. Director Tiffany Jenkins, Si Kille and Tim will be presenting

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

-No reports

Commissioner O'Brien

-No reports

Commissioner Merrell

-Commissioner Stapleton and Commissioner Merrell attended the 150th Anniversary celebration for Bun's Restaurant yesterday. Very well attended.

-Next Monday the Commissioners have been invited to attend a JFS accreditation presentation.

RESOLUTION NO. 14-1184

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 9:52 AM.

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

RESOLUTION NO. 14-1185

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:22 AM.

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

RESOLUTION NO. 14-1186

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Assistant County Administrator/ Director of Administrative Services recommends the approval of Patrick Brandt's appointment to interim Director of Emergency communications, and the accompanying compensation adjustment during the period of Director's absence; effective October 13, 2014.

Therefore Be It Resolved, that that Board of Commissioners approve Patrick Brandt's appointment to interim Director of Emergency communications, and the accompanying compensation adjustment during the period of Director's absence; effective October 13, 2014.

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

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There being no further business, the meeting adjourned.

1:30PM WORK SESSION

1) Sewer Projects

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners