

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM SPECIAL MEETING HELD DECEMBER 2, 2014

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

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

RESOLUTION NO. 14-1383

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 24, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on November 24, 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. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1384

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1201, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1201:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1201, memo transfers in batch numbers MTAPR1201and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Status Control	PLC Installation Lower Scioto	66211905-5328	\$ 14,812.00
AEP	Electric Facilities Department	10011105-5338	\$ 9,600.00
Union County Building Dept.	Code Compliance	10011301-5301	\$ 8,500.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				
CAPITAL ACQUISITIONS				
R1406040	KEY SHERIFF - (2) DODGE GRAND CARAVAN	41711436-5450	\$ 42,680.00	
	CHRYSLER			
	JEEP DODGE			
PERMANENT IMPROVEMENT				
R1406061	COLUMBUS WOLF BLDG - REPLACE CARPET	40111402-5328	\$ 4,987.00	
	FLOORS			
R1406061	COLUMBUS 1251 RT 23 - REPLACE CARPET	40111402-5328	\$ 7,514.00	
	FLOORS			
911 DEPARTMENT				
R1406073	MOTOROLA SOLUTIONS	21411306- 5260	\$ 21,989.50	

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

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RESOLUTION NO. 14-1385

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of EMS is requesting that Eric Burgess and Michael Schuiling attend an Incident Response to Terrorist Bombings course in Delaware, Ohio December 12, 2014, at no cost.

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

RESOLUTION NO. 14-1386

IN THE MATTER OF APPROVING A DECREASE OF APPROPRIATIONS, TRANSFER OF APPROPRIATIONS, TRANSFER OF FUNDS AND AN ADVANCE OF FUNDS FOR FAMILY CHILDREN’S FIRST COUNCIL:

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

Decrease Appropriations

70161604-5001		
Early Head Start/Salaries	\$	(2,578.23)
70161604-5101		
Early Head Start/Health Insurance	\$	(2,711.70)
70161604-5201		
Early Head Start/Supplies	\$	(1,358.32)
70161604-5332		
Early Head Start/Cell Phone	\$	(328.22)
70161605-5348		
FCF System of Care	\$	(10,000.00)
70161606-5001		
Help Me Grow General Revenue/Salaries	\$	(3,500.00)
70161606-5101		
Help Me Grow General Revenue/Health Insurance	\$	(4,500.00)
70161606-5348		
Help Me Grow General Revenue/Client Services	\$	(2,000.00)

Appropriation Transfers
From

To

70161604-5001	70161604-5801	
Early Head Start/Salaries	Early Head Start/Transfers	\$ 7,668.50
70161609-5120	70161609-5001	
Ohio Children's Trust Fund/OPERS	Ohio Children's Trust Fund/Salaries	\$ 25.00
70161609-5120	70161609-5309	
Ohio Children's Trust Fund/OPERS	Ohio Children's Trust Fund/Mileage Rmb	\$ 525.00

Advance Repayment
From

To

70161604-8501	70161603-8401	
Early Head Start/Advance	FCFC General/Advance	\$ 8,500.00

Advance
From

To

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70161603-8500	70161606-8400			
FCFC General /Advance	Help Me Grow General Revenue/Advance	\$	10,000.00	
Transfer of Funds				
70161604-5801	70161603-4601			
Early Head Start/Transfer	FCFC General/Interfund	\$	7,668.50	
Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye

RESOLUTION NO. 14-1387

IN THE MATTER OF SETTING THE BID DATE AND TIME FOR THE QUAIL MEADOWS PUMP STATION UPGRADE PROJECT:

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

SEALED BIDS for **QUAIL MEADOWS PUMP STATION UPGRADE** will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, until 2:00 o'clock PM local time January 23, 2015, and then at said Office publicly opened and read aloud.

Quail Meadows Pump Station is located at 8631 Liberty Road, Liberty Township, Delaware County.

THE CONTRACT DOCUMENTS may be examined at the following locations:

Delaware County Sanitary Engineer
50 Channing Street
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained at the office of the Delaware County Sanitary Engineer free of charge.

Each bidder is required to furnish with its bid, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

Engineer's Estimate is \$181,100.00

By ORDER of the Board of County Commissioners.

This 2nd day of December 2014.

The Bid will be advertised December 19 & 26, 2014.

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 14-1388

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ADENA CORPORATION FOR THE ACWRF DIGESTER DIFFUSER UPGRADE PROJECT AND APPROVING CHANGE ORDER NO. 1:

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

WHEREAS, sealed bids for the ACWRF Digester Diffuser Upgrade were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o'clock PM local time on October 15, 2014; and

WHEREAS, five (5) bids were received. Adena Corporation was determined to be the lowest and best bid at \$173,000.00. The second lowest bid was \$235,941.00; and

WHEREAS, Change Order No. 1 has been proposed to change the drop pipes from PVC (plastic) to stainless steel for an additional \$17,000.00. The stainless steel drop pipes will provide additional strength and temperature protection; and

WHEREAS, the Director of Environmental Services recommends approval of the following Agreement and

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Change Order No. 1.

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Adena Corporation for the ACWRF Digester Diffuser Upgrade Project, approve Change Order No. 1 and authorize the Sanitary Engineer to issue the "Notice to Proceed."

AGREEMENT
BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND ADENA CORPORATION
FOR ACWRF DIGESTER DIFFUSER UPGRADE PROJECT

THIS AGREEMENT is by and between DELAWARE COUNTY BOARD OF COMMISSIONERS

(Owner) and ADENA CORPORATION

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Replace existing diffusers and associated piping.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ALUM CREEK WATER RECLAMATION FACILITY DIGESTER DIFFUSER UPGRADE.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For all Work a Lump Sum of:

ONE HUNDRED SEVENTY-THREE THOUSAND (\$173,000.00)

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DOLLARS	
	(words)
	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Resident Project Representative and processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All retainage moneys as provided in Article 14 of the General Conditions shall be placed in an interest bearing account.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Bid Guaranty and Contract Bond
3. General Conditions
4. Supplementary Conditions
5. Plans.
6. Addenda.
7. Exhibits to this Agreement:
 - a. Contractor's Bid
 - b. Experience Record
 - c. Corporate Resolution
 - d. Non-Collusion Affidavit
 - e. Personal Property & Real Estate Tax Affidavit
 - f. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
 - g. Contractor Equal Employment Opportunity Certification
 - h. List of Interested Principals
 - i. Notice of Award
 - j. List of Subcontractors

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9. This Agreement, along with all contract documents, constitutes the complete, entire and fully integrated agreement between the parties.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- B. 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

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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 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 enclosed certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13". Failure to complete and submit 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.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on December 2, 2014 (which is the Effective Date of the Agreement).

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Adena Corporation in the total amount of \$190,000.00 from org key 66611904-5410.

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

RESOLUTION NO. 14-1389

IN THE MATTER OF APPROVING A SUPPLEMENTAL DEVELOPER’S AGREEMENT BETWEEN
NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC AND THE BOARD OF COUNTY
COMMISSIONERS OF DELAWARE COUNTY:

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

SUPPLEMENTAL DEVELOPER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT is made and entered into this 2ND day of December 2014, by and between NorthStar Residential Development, LLC, an Ohio limited liability company, as successor-in-interest to Northstar Land LLC (the “DEVELOPER”) and the Board of County Commissioners of Delaware County, Ohio (the “COUNTY”). The DEVELOPER and the COUNTY intend this Agreement to serve as a Supplemental Agreement to the following agreements:

1. Developer’s Agreement for Northstar Water Reclamation Facility Improvement Plans by and between Northstar Land LLC and the County, approved on August 3, 2006 per Resolution 06-1002.
2. Sanitary Subdivider’s Agreement for Northstar Section 1, Phase D approved on February 3, 2014 per Resolution No. 14-111.

RECITALS

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WHEREAS, the DEVELOPER and its affiliate are developing the Northstar Subdivision in Delaware County, Ohio (the "Subdivision"), and the Subdivision consists of single family residences, commercial development areas, two schools, a golf course, a golf course clubhouse, and related facilities; and

WHEREAS, in connection with the development of the Subdivision, the DEVELOPER installed a wastewater reclamation facility and reuse system for the Subdivision in accordance with permits issued by the applicable governmental authorities (hereinafter referred to as the "FACILITY"); and

WHEREAS, the FACILITY has been publicly dedicated by the DEVELOPER to Delaware County, and the COUNTY has accepted such FACILITY per Resolution 08-1404 on November 24, 2008 and has assumed responsibility for the maintenance, use and operation of the FACILITY, in accordance with the terms of the Developer's Agreement approved per Resolution 06-1002; and

WHEREAS, the Developer's Agreement indicates that the DEVELOPER is responsible for a period of five (5) years after acceptance of the FACILITY by the COUNTY for defective materials and/or workmanship; and

WHEREAS, the DEVELOPER has been diligently working towards fixing the defective materials and workmanship found at the FACILITY (hereinfter referred to as the "REPAIRS") as outlined in an initial punchlist issued by the COUNTY, and the five (5) year period was previously extended by one year as evidenced by the \$695,229.00 Letter of Credit (No. S503877 issued by Fifth Third Bank) provided to the COUNTY by the DEVELOPER to cover the repair work being completed by the DEVELOPER; and

WHEREAS, the DEVELOPER is constructing sanitary sewer improvements (hereinafter referred to as the "IMPROVEMENTS") per the approved construction plans for Northstar Section 1, Phase D; and

WHEREAS, the 2015 BIA Parade of Homes will be located at Northstar Section 1, Phase D, also referred to as Kenley Neighborhood by the DEVELOPER.

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Agreement, the DEVELOPER and the COUNTY mutually agree to the following additional conditions to the Developer's Agreement for the FACILITY and the Subdivider's Agreement for Northstar Section 1, Phase D:

1. The DEVELOPER shall repair and reconstruct the FACILITY to address all defective materials and workmanship to the satisfaction of the Sanitary Engineer. The DEVELOPER shall pay the entire cost and expense of the REPAIRS.
2. The DEVELOPER shall maintain a performance bond, certified check, irrevocable letter of credit, or other approved financial warranty for these REPAIRS in the amount of \$695,229.00 until the reconstruction is complete and accepted by the Sanitary Engineer and the COUNTY.
3. The DEVELOPER agrees to be responsible for any defective materials and/or workmanship of the REPAIRS to the FACILITY for an additional two (2) year period after acceptance of the REPAIRS as evidenced by a two (2) year Bond, certified check, irrevocable letter of credit, or other approved financial warranty in the amount of one million dollars (\$1,000,000).
4. The DEVELOPER agrees, at its own expense, to cause sewage to be hauled out of the Northstar Pump Station to be delivered to and treated by an alternative COUNTY treatment facility as determined by the Sanitary Engineer until the REPAIRS are completed and accepted by the COUNTY. The hauling shall be done on a schedule that does not cause any overflows at the Pump Station.
5. The DEVELOPER agrees that only the lots participating in the Parade of Homes will be allowed to connect to the IMPROVEMENTS until the REPAIRS to the FACILITY are complete and accepted by the Sanitary Engineer and the COUNTY, and the FACILITY is again operational.
6. The DEVELOPER shall indemnify and hold the COUNTY harmless from any damages, liabilities, costs, fees, fines, and other expenses that the COUNTY may incur as a result of any claim, judgment, regulatory violation, or other finding against the COUNTY arising from or related to the DEVELOPER'S failure to adhere to the additional conditions set forth herein.

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

RESOLUTION NO. 14-1390

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY LAW LIBRARY RESOURCES BOARD:

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

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WHEREAS, the Delaware County Law Library Resources Board was established on July 1, 2009, pursuant to section 307.51, *et seq.*, of the Revised Code; and

WHEREAS, the Delaware County Board of Commissioners is responsible for the appointment of two members of the Delaware County Law Library Resources Board, pursuant to section 307.511 of the Revised Code; and

WHEREAS, Barb Lewis’ term as a member of the Delaware County Law Library Resources Board expires on December 31, 2014, and Dorci Gass-Lower has applied for appointment to the succeeding term;

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

Section 1. The Board of Commissioners hereby approves the appointment of Dorci Gass-Lower as a member to the Delaware County Law Library Resources Board for a term commencing on January 1, 2015 and ending on December 31, 2019.

Section 2. The appointment approved herein shall be effective on January 1, 2015.

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

RESOLUTION NO. 14-1391

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. O’Brien, seconded by Mr. Merrell 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 2nd day December, 2014, by and between the Delaware County Board of County Commissioners, hereinafter "County" and Fishel Hass Kim Albrecht LLP, Columbus, Ohio, hereinafter "Attorneys."

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 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 noneconomic 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

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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 ninety dollars (\$190) per hour for all time expended by Partners on behalf of the County, and one hundred sixty-five dollars (\$165) 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, 2015 and ending December 31, 2015. 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 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 nondiscrimination. 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 nondiscrimination, this Agreement may be immediately

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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

RESOLUTION NO. 14-1392

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Director of Emergency Communications recommends changing the starting date of the employment of Staci Reardon as a Telecommunicator with the 911 department; to November 30, 2014;

Therefore Be it Resolved, the Board of Commissioners approve changing the starting date of the employment of Staci Reardon as a Telecommunicator with the 911 department; to November 30, 2014.

The Director of Job and Family Services recommends the promotion of LaRhonda Pigott (Simpson) from an Income Maintenance Worker III to a Social Services Worker III; effective January 12, 2015.

Therefore Be it Resolved the Board of Commissioners approve the promotion of LaRhonda Pigott (Simpson) from an Income Maintenance Worker III to a Social Services Worker III; effective January 12, 2015.

The Director of Job and Family Services recommends the lateral move of Marsha Ames to the position of a Fiscal Specialist; effective January 2, 2015.

Therefore Be it Resolved the Board of Commissioners approve the lateral move of Marsha Ames to the position of a Fiscal Specialist; effective January 2, 2015.

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

RESOLUTION NO. 14-1393

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

Transfer of Funds		
From	To	
10011102-5801	50111117-4601	1,607.72
Commissioners General/Transfers	Bond Retirement /Interfund Revenue	

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

ADMINISTRATOR REPORTS

Tim Hansley

-No reports

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien

-There will be a Regional Planning Committee meeting this evening at 6:00 PM at 101 N. Sandusky Street in the Meeting Room.

Commissioner Merrell

-Nothing further to add. Hopefully everyone had a good Thanksgiving.

There being no further business, the meeting adjourned.

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Gary Merrell

Ken O'Brien

Jennifer Walraven, Clerk to the Commissioners