

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 29, 2015**

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 15-98

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 26, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 26, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-99

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS CONGRATULATING JUDGE WHITNEY ON HIS RETIREMENT AND HIS YEARS OF SERVICE TO DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners is proud to honor the Honorable W. Duncan Whitney upon his retirement, and for his twelve years of service to Delaware County and the State of Ohio as a Common Pleas Court Judge; and

WHEREAS, when Judge Whitney concludes his term, he will wrap up a career as a local public servant for more than 43 years in Delaware County, with all but four of those years in elected office, having first served as Assistant Prosecutor, and then County Prosecutor for 27 years prior to his judgeship; and

WHEREAS, he has further served as a member of the Delaware County Bar Association and many other law and court-related organizations after earning his law degree and being admitted to the Ohio Bar in 1967; and

WHEREAS, during his tenure, he mentored many young attorneys and served as a role model and a friend, and is described by many as having the highest level of honesty, a hard-working man who could laugh at himself, and a fearless advocate in the courtroom; and

WHEREAS, Judge Whitney is considered an excellent trial judge for his steadfast belief from his early days that a prosecutor's job is not to win convictions, but to uncover the truth; and

WHEREAS, Judge Duncan Whitney became a reserve officer in the U.S. Air Force while attending law school at the University of Virginia and after law school, joined the Judge Advocate General's Corps in the Air Force, also known as the JAG Corps, and served as a Captain; and

WHEREAS, Duncan Whitney's knowledge of the law and of the history of his hometown, state, and country, and his commitment to the Delaware County citizens, have made a difference in the courtroom, in the county administration, and in public service;

THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners hereby congratulates Judge Whitney on his well-deserved retirement and his years of outstanding service.

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

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RESOLUTION NO. 15-100

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0128, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0128:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0128, memo transfers in batch numbers MTAPR0128 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1501717	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$111,880.00	0001
R1501810	WHITNEY INK	ENVELOPES STATIONARY	22411605 - 5313	\$ 5,500.00	0001
R1501816	FILTER TECHNOLOGY INC	FILTERS FOR COUNTY BLDG. FURNACES	10011105 - 5201	\$ 10,465.30	0001
R1501839	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC -- MEDIC 4 AND 5	10011303 - 5338	\$ 8,400.00	0001
R1501868	BERLIN TOWNSHIP TRUSTEES	2015 LEASE AGREEMENT	10011303 - 5335	\$ 15,000.00	0001
R1501871	CITY OF DELAWARE	4TH QUARTER 2014 EMS RUNS	10011303 - 5345	\$400,000.00	0001
R1501900	HOUSE OF SECURITY	12 NEW DOOR LOCKS FOR 800 TOWER SITES	21411306 - 5201	\$ 5,757.96	0001

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

RESOLUTION NO. 15-101

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Medical Services is requesting that Lt. Dan Jividen attend the Ohio EMS Conference in Columbus, OH on May 18, 2015 at no cost.

The Chief of Emergency Medical Services is requesting that Glen Keating attend a PERS-320-Personal Protective Equipment class at Ohio EMA on February 4, 2015 at no cost.

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

RESOLUTION NO. 15-102

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY BOARD OF ELECTIONS AND SCS CONSULTING SERVICES, LTD:

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

Whereas, the Director and Deputy Director for the Board of Elections recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for SCS Consulting Services, LTD:

GENERAL CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into this 29th day of January, 2015 by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 N. Sandusky St., Delaware, Ohio, the Delaware County Board of Elections ("BOE"), whose principal place of business is located at 2079 U.S. Highway 23, Delaware, Ohio 43015, and SCS Consulting Services, LTD ("SCS") whose principal place of business is located at 7136 Hawksbeard Dr., Westerville, Ohio 43082. (Individually "Party," collectively "Parties").

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1. DESCRIPTION OF SERVICES.

SCS will provide to BOE the following services (collectively "Services"):

- A. Update and test thru simulation, the Election/ Business Continuity Plan to include staff training and coordinating with Delaware County officials as necessary to negotiate service level agreements and coordinated responses as needed.
- B. Provide ongoing Election Continuity and Management Training to both BOE staff and Poll Workers as needed.

2. COMPENSATION.

In exchange for the Services, the BOE shall pay SCS One Thousand Dollars and No Cents (\$1000.00) per month for the term of this Contract, to be invoiced and paid monthly.

3. CONTRACT MAXIMUM.

It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of Twelve Thousand Dollars and No Cents (\$12,000.00).

4. TAXES

Delaware County, Ohio is a political subdivision and tax exempt. SCS shall not charge the BOE and/or Board any tax and agrees to be responsible for all tax liability that accrues as a result of this Contract and the Services that SCS provides to the BOE and Board pursuant to this Contract. The BOE and Board shall, upon request, provide SCS with proof of exemption.

5. TERM.

The term of this Contract shall become effective on and be inclusive of January 1, 2015 and continue through December 31, 2015, unless otherwise terminated as provided in this Contract.

6. RENEWAL.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

7. CONFIDENTIALITY.

SCS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to BOE or that is confidential pursuant to law. SCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, SCS will return to BOE all records, notes, documentation and other items that were used, created, or controlled by SCS during the term of this Contract.

8. WARRANTY.

SCS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BOE's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to SCS on similar projects.

9. TERMINATION.

This Contract may be terminated as follows:

A. Termination for the Convenience:

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30) days written notice to the other Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the

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breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. If any of the Parties fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that SCS shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, SCS shall have no cause of action against the BOE, the Board, and/or Delaware County, Ohio except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will the BOE, Board, and/or Delaware County, Ohio be obligated to pay for any Services not actually performed by SCS.

10. ENTIRE AGREEMENT.

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

11. SEVERABILITY.

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

12. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

13. NOTICE.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing.

14. ASSIGNMENT.

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld.

15. SUBCONTRACTING.

SCS may not subcontract any portion of this Contract.

16. ACCESS TO RECORDS.

At any time, during regular business hours, with reasonable notice, and as often as the BOE or other agency or individual authorized by the BOE may deem necessary, SCS shall make available to the BOE and/or individual authorized by the BOE all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The BOE and/or individual authorized by the BOE shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all such documents relating to all matters covered by this Contract.

17. RETENTION OF RECORDS.

SCS shall retain and maintain for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract all books, records, documents, papers, subcontracts, invoices, receipts, payrolls,

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personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract or the retention period, the Contractor shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

18. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13.

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. SCS 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 BOE and the Board from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

19. CERTIFICATION REGARDING FINDINGS FOR RECOVERY:

By signature of its representative below, SCS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Samuel L. Kindred
President/Owner

20. INDEMNIFICATION.

SCS shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, SCS agrees to and shall indemnify and hold free and harmless the BOE, the Board, Delaware County, Ohio (“County”), and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to SCS’s or any subcontractor’s performance of this Contract or the actions, inactions, or omissions of SCS or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of SCS’s or any subcontractor’s boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively “Contracted Parties”). SCS agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that SCS shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. SCS further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that SCS shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. SCS shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

21. INSURANCE.

SCS shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for the indemnification as described above.

Prior to commencement of this Contract, SCS shall present to the BOE current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract and until the Services are complete. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on

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said policies of insurance shall be at least that which is specified below:

- A. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which SCS may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- B. Auto/Vehicle Liability Insurance covering all owned, leased, non-owned, and/or hired vehicles used in providing the Services, used in connection with the Services, and/or otherwise for the BOE and/or the Board with coverage in an amount equal to that required by law and covering all sums which SCS may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The BOE and Board shall be "Additional Insured" on the insurance policies required by paragraphs A and B above. For purposes of the policy(ies) of insurance required by paragraph A above, the BOE and Board shall be considered as "Additional Insured" under the provisions of the Commercial General Liability Insurance Policy held by SCS.

SCS shall be responsible for any and all premiums for all required policy(ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Board before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

In addition to the rights and protections provided by the insurance policies as required above, the BOE and the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

22. WORKER'S COMPENSATION INSURANCE.

SCS shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. SCS shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the BOE or Board may request proof of such insurance. Proof of such insurance shall be promptly provided upon its request.

23. INDEPENDENT CONTRACTOR.

SCS agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

SCS assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

SCS and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the BOE, Board, or Delaware County.

24. INDEPENDENT CONTRACTOR ACKNOWLEDGMENT/NO CONTRIBUTIONS TO OPERS.

The BOE, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified SCS as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees

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Retirement System (“OPERS”) for or on behalf of SCS and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. SCS 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. If SCS is an individual or has less than five (5) employees, SCS, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Contract. The BOE shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If SCS has five (5) or more employees, SCS, by signature of its representative below, hereby certifies such fact in lieu of completing the Form:

Samuel L. Kindred
President/Owner

25. NON-DISCRIMINATION / EQUAL OPPORTUNITY /CIVIL RIGHTS:

SCS certifies and agrees as follows:

- A. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

26. ACCESSIBILITY:

SCS certifies and agrees as follows:

- A. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall make all services/programs provided pursuant to this Contract accessible to the disabled/handicapped.
- B. SCS, all subcontractors, and/or any person acting on behalf of SCS or any subcontractor shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

27. COMPETITIVE BIDDING NOT REQUIRED.

Consistent with R.C. §§ 9.36, 307.86, 3501.301, and 3505.13 and the requirements of such statutes, this Contract is not required to be competitively bid. The BOE and the Board do not desire to competitively bid this Contract.

28. HEADINGS.

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

29. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:

By signature of its representative below, SCS hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Samuel L. Kindred
President/Owner

30. NO EXCLUSIVITY.

SCS shall not be the exclusive provider of the Services. The BOE and Board, in their sole discretion, may utilize other contractors to perform/provide the same or similar Services.

31. DRUG FREE ENVIRONMENT.

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The SCS agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The SCS shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

32. COUNTY POLICIES.

SCS shall be bound by, conform to, comply with, and abide by all current applicable Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of its employees performing work under this Contract and/or for or on behalf of the Board and/or BOE to comply with County Policy and shall be responsible for such compliance. The Board and/or BOE may, in their sole discretion, immediately terminate this Contract for failure of SCS or any of its employees to comply with County Policy. Copies of County Policy are available online at <http://www.co.delaware.oh.us/index.php/policies>.

33. AUTHORITY.

The BOE and Board are respectively authorized by, including, but not limited to, R.C. §§ 3501.11 and 9.36 to enter this Contract.

34. DRAFTING:

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

35. COUNTERPARTS:

This Contract may be executed in counterparts.

36. SIGNATURES.

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

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

RESOLUTION NO. 15-103

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SILLING ASSOCIATES, INC. FOR PROFESSIONAL DESIGN SERVICES RELATED TO THE DELAWARE COUNTY SANDUSKY STREET COURTHOUSE, WITH RELATED PARKING FACILITY, AND THE DELAWARE COUNTY SHERIFF DEPARTMENT STORAGE FACILITY:

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

Whereas, the Manager of Facilities and the County Administrator recommend approval of the contract between the Delaware County Board of Commissioners and Silling Associates, Inc. for professional design services related to the Delaware County Sandusky Street Courthouse, with related Parking Facility, and the Delaware County Sheriff Department Storage Facility;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract with Silling Associates, Inc. for professional design services related to the Delaware County Sandusky Street Courthouse, with related Parking Facility, and the Delaware County Sheriff Department Storage Facility.

(A copy of this contract with the accompanying exhibits is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 15-104

IN THE MATTER OF APPROVING ADVANCE OF FUNDS:

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

Advance of Funds	
From	To
10011102-8500	23212103-8400
Commissioners General/Advance Out	JAG Drug Prosecutor Grant/Advance In
	4,500.00

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

RESOLUTION NO. 15-105

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2015:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated \$10,000.00 for apiary inspections in 2015;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2015 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 29th day of January, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Board"), and Dan Curtis, 8399 Hickory Road, Galena, Ohio 43021 ("Contractor").

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) for the inspection of apiaries in the county. This amount shall be payable to the Contractor, subject to the Director's approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director's consent and concurrence, and shall continue through the 2015 apiary season, which terminates on approximately October 31, 2015.

Section 5 – Insurance

- 5.1 **Liability Coverage:** Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 **Additional Insureds:** Delaware 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 Subsection 5.1.
- 5.3 **Proof of Insurance:** Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional

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insureds in accordance with Subsection 5.2. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to termination of this Agreement.

Section 6 – Indemnification

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

Section 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

Section 8 – Miscellaneous Terms & Conditions

8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor’s status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him 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, Contractor agrees to and shall complete an OPERS Independent Contractor 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.

Further Be It Resolved, that the Board of County Commissioners approve the following purchase order:
R1501645 DAN CURTIS APIARY SERVICES 10011102 - 5301 \$10,000.00

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

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-There will be an RPC meeting tonight at 7:00 PM at the Board of Elections Conference Room

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Commissioner Lewis
-No reports

Commissioner Merrell
-No reports

RESOLUTION NO. 15-106

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 10:16 AM.

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

RESOLUTION NO. 15-107

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:40 AM.

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

RESOLUTION NO. 15-108

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 15-109

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:28 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners