

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 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

9:45 AM Reconvening Of Public Hearing For Consideration Of The Vacation Of An Unused Portion Of The Right Of Way Of County Road 13 (Olde Worthington Road) In Orange Township Delaware County, Ohio

RESOLUTION NO. 15-183

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 12, 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 February 12, 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. 15-184

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0218:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0218 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Delaware Area Career Center	Job and Family Program	22311611-5348	\$ 10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1501680	PROSECUTORS	IV-D CONTRACT	23711630 - 5301	\$48,899.43	0001
R1501709	PROSECUTORS	CSEA CONTRACT	10011102 - 5360	\$25,190.61	0001
R1502178	SAFEX INC	CONTRACT FEE FOR SAFETY GAP ASSESSMENT	66211901 - 5301	\$ 7,950.00	0001
R1502179	OHIO REGIONAL DEVELOPMENT CORP	PY2014 CDBG ALLOCATION FAIR HOUSING ADMIN	23011701 - 5301	\$ 6,000.00	0001
R1502285	DELAWARE FLOOR CO INC	2ND FLOOR CH - CARPET REPLACEMENT	40111402- 5328	\$17,592.19	0001
R1502205	ORANGE TOWNSHIP	2015 ANNUAL LEASE -- MEDIC 3	10011303 - 5335	\$ 8,640.00	0001
R1502209	HENRY P THOMPSON CO INC	SCADA SYSTEM - OECC	66211903 - 5260	\$ 3,622.50	0001
R1502209	HENRY P THOMPSON CO INC	COMMUNICATION PACKAGE - OECC	66211903 - 5330	\$ 648.00	0002

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

R1502209	HENRY P THOMPSON CO INC	SCADA SYSTEM - ALUM CREEK	66211904 - 5260	\$ 2,452.50	0003
R1502209	HENRY P THOMPSON CO INC	COMMUNICATION PACKAGE - ALUM CREEK	66211904 - 5330	\$ 432.00	0004
R1502209	HENRY P THOMPSON CO INC	SCADA SYSTEM - TARTAN	66211906 - 5260	\$ 3,622.50	0005
R1502209	HENRY P THOMPSON CO INC	COMMUNICATION PACKAGE - TARTAN	66211906 - 5330	\$ 216.00	0006
R1502209	HENRY P THOMPSON CO INC	SCADA SYSTEM - SCIOTO RESERVE	66211907 - 5260	\$ 1,282.50	0007
R1502209	HENRY P THOMPSON CO INC	COMMUNICATION PACKAGE - SCIOTO RESERVE	66211907 - 5330	\$ 648.00	0008
R1502217	PNC BANK	BWC PREMIUM PAYMENT	61311923 - 5300	\$25,000.00	0001
R1502220	COUNTY RISK SHARING AUTHORITY	DEDUCTIBLES CLAIMS	60111901 - 5370	\$10,000.00	0001
R1502244	ENA INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$15,000.00	0001
R1502249	D & W CUSTOM REMODELING	DAMAGE REPAIR TO WILLIS BUILDING	60111901 - 5370	\$ 7,625.00	0001

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

RESOLUTION NO. 15-185

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Interim Director of 911 Communications is requesting that Kathleen Parker attend a Communications Training Officer 5th Addition Public Safety as an on-line, March 18-April 21, 2015; at the cost of \$379.00 (fund number 21411306).

The Emergency Medical Services Department is requesting that Joshua Harper attend an EMS Incident Operations Course in Emmitsburg, Maryland, June 13-20, 2015; at no cost.

Environmental Services is requesting that Brian Keener and Walt Thompson attend the Hach Water Analysis Workshop in Columbus, Ohio on March 3, 2015 at a cost of \$300.00 from org key 66211901-5305.

Environmental Services is requesting that Joseph Amato, Ross Bigelow and Duane Matlack attend the OBOA/COCOA Annual Conference and Training in Dublin, Ohio March 8-10, 2015 at a cost of \$1,035.00 form org key 10011301.

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

RESOLUTION NO. 15-186

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE WEDGEWOOD PLACE SECTION 1 SUBDIVISION DRAINAGE PETITION PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on February 24th, 2014, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the maintenance/reconstruction and improvement of The Wedgewood Place Section 1 Subdivision Drainage Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction/maintenance of the Wedgewood Place Section 1 Subdivision Drainage Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Thursday the 23rd day of April 2015, at 9:45AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

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

RESOLUTION NO. 15-187

IN THE MATTER OF APPROVING AN INTERNET SERVICE AND LICENSE AGREEMENT FOR ONLINE BIDDING SERVICES:

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

WHEREAS, the Delaware County Engineer recommends approval of an internet service and license agreement with Info Tech, Inc., for online bidding services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following agreement:

This Internet Service and License Agreement (the "**Agreement**") for the Info Tech Bid Express Services is made between:

Delaware County (" Agency ") Agency of the State of Ohio (" Agency State ") 50 Channing Street Delaware, OH 43015	Info Tech, Inc. (" Info Tech ") A Florida Corporation, 5700 SW 34 th St., Suite 1235 Gainesville, FL 32608
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1. TERM

1.1. Initial and Renewal Terms: This Agreement shall be operative during Agency's fiscal year beginning on 1/1/2015 and ending on 12/31/2015 and, unless terminated according to the terms of this Agreement, shall automatically renew for the four following Agency fiscal years.

2. LICENSE

2.1. Grant of License: Info Tech grants Agency a non-exclusive, non-transferable license to use the Bid Express Services, defined below in **Section 3: AGENCY BID EXPRESS SERVICES**. Agency's rights in the Bid Express Services are that of a licensee only, and no ownership or title in the Bid Express Services, software, or documentation are created by This Agreement. The license includes the right to copy and distribute to Agency employees documentation which may be provided to Agency by Info Tech, provided that the documentation is distributed or reproduced in its entirety, including all copyright, patent, trademark, or other notices. The license also includes the right to refer to and display Info Tech trademarks and service marks on Agency's website and written documentation as needed, provided that sufficient trademark notices are displayed as requested at <https://www.infotechfl.com/legal/notices/documents/trademarks.pdf>.

3. AGENCY BID EXPRESS SERVICES

3.1. Info Tech Bid Express Services: Info Tech shall, while this Agreement is operative, operate and make available to Agency and Agency's contractors the Bid Express Services. The Bid Express Agency Services are defined in **EXHIBIT A: THE BID EXPRESS AGENCY SERVICES**.

4. AGENCY'S OBLIGATIONS

4.1. Agency Employee Access Administration: Agency shall determine the number of Agency employees that will be authorized to use the Bid Express Services, and shall take all necessary steps to prevent unauthorized access and use of the Bid Express Services. If Agency learns of any unauthorized access or use of the Bid Express Services, Agency must notify Info Tech immediately of the unauthorized use of access.

4.2. Bid Responsiveness Determination: Agency shall be the sole and exclusive authority for all decisions concerning substantive and procedural determinations concerning the sufficiency of all bids submitted to Agency via the Bid Express Services.

4.3. Competing Services: Agency shall not use the Bid Express Services for the procurement or acquisition of any services which compete with Info Tech Services, without Info Tech's prior written consent.

4.4. Notice of Issues/Complaints: Agency shall promptly notify Info Tech of any system problems or user complaints, of which Agency is aware, concerning Info Tech's performance under this Agreement.

4.5. Bid Tabulation Data: Agency shall post bid tabulation data to the Bid Express Services within two weeks after bid award. Agency agrees that Info Tech may use the bid tab data posted by Agency in Info Tech's other offerings and services.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

5. CONFIDENTIAL INFORMATION

- 5.1. Acknowledgement and Definitions:** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential information will include, but not be limited to, each party's proprietary software and Agency information protected from release by Agency State law. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by applicable open records laws or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precaution to protect the confidentiality of such information.
- 5.2. Exceptions:** Information will not be deemed Confidential Information hereunder if such information: (i) Is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party.
- 5.3. Notice Prior to Disclosure:** In the event a request is made for Info Tech's confidential information under any open records or freedom of information law applicable to Agency, Agency will promptly notify Info Tech and permit Info Tech to oppose the release of the confidential information under applicable laws. Info Tech acknowledges and agrees that it will have no longer than 72 hours from the date any such request was received by Agency to exercise its rights under this provision, regardless of when Info Tech was notified.

6. WARRANTY AND DISCLAIMER

- 6.1. NO WARRANTY:** EXCEPT AS AND UNLESS EXPRESSLY STATED ELSEWHERE, THE BID EXPRESS SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND AGENCY'S USE OF THE BID EXPRESS SERVICES IS AT ITS OWN RISK. INFO TECH DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, INFO TECH DOES NOT WARRANTY THAT THE BID EXPRESS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

7. LIMITATIONS ON LIABILITY

- 7.1. Damage to Agency Equipment or Business:** Info Tech assumes no liability for any damage to, or loss relating to, Agency's Business resulting from any cause whatsoever. Info Tech assumes no liability for any damage to or loss of any Agency Equipment resulting from any cause other than Info Tech's negligence or willful misconduct. To the extent Info Tech is liable for any damage to, or loss of, the Agency Equipment for any reason, such liability will be limited solely to the then-current value of the Agency Equipment.
- 7.2. Exclusions:** Except as and unless expressly stated elsewhere, in no event will Info Tech be liable to Agency, any Representative, or any third party for any claims arising out of or related to this Agreement, Agency Equipment, Agency's Business or otherwise, and any lost revenue, lost profits, replacement goods, loss of technology, rights or services, direct, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any Agency Equipment or Agency's Business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence) and strict liability or otherwise.

8. INDEMNIFICATION

- 8.1. Info Tech's Indemnification of Agency:** Info Tech will indemnify, defend and hold Agency harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought against Agency alleging: the infringement of any third party registered U.S. copyright or issued U.S. patent resulting from the provision of Bid Express Services pursuant to this Agreement, excluding any infringement caused by Agency's Business or Agency Equipment; and no personal injury to Agency's Representatives from Info Tech's negligence or willful misconduct. Each party will provide the other party prompt written notice of the existence of any copyright or infringement legal action which may involve the other party, and an opportunity to participate in the defense.

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

9. **TERMINATION**

9.1. For Convenience by Either Party: Either party may terminate this Agreement for convenience at any time by providing ninety days' prior written notice to the other party at any time thereafter.

9.2. For Cause: Either party will have the right to terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure each breach within thirty days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five days after receipt of written notice from Info Tech; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to solvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

9.3. No Liability for Termination: No party will be liable to any other part to this Agreement for a termination or expiration of this Agreement in accordance with its terms.

9.4. Effect of Termination: Upon the effective date of expiration or termination of this Agreement: (1) Info Tech will immediately cease providing the Bid Express Agency Services; (2) any and all payment obligations of Agency under this Agreement will become due immediately; (3) within thirty days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (4) Info Tech may delete any Agency data, including bid data, in Info Tech's possession; and (5) Agency will remove from all Agency Equipment all Bid Express software and documentation within five days of such expiration or termination and either certify destruction of or return to Info Tech the software and documentation. If Agency does not remove the software and documentation within such five day period, Info Tech will have the option to proceed in any reasonable manner to protect its interests in the software and documentation.

10. **GENERAL PROVISIONS**

10.1. Force Majeure: Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

10.2. Marketing: Agency agrees that Info Tech may refer to Agency by name, and may briefly describe Agency's Business, in Info Tech's marketing materials and web site. Agency hereby grants Info Tech a license to use any Agency trade names and trademarks solely in connection with the rights granted to Info Tech pursuant to this Section 10.2.

10.3. No Export: Agency shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement.

10.4. Governing Law; Dispute Resolution, Severability; Waiver: this Agreement is made under and will be governed by and construed in accordance with the laws of the Agency State except that body of law controlling conflicts of law. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) may be, but is not required to be, resolved at the request of either party through mediation. Mediation will be conducted in the Agency State, either in Agency State's capitol city or in city where Agency is headquartered, at Agency's request. The parties agree to request a single mediator possessing knowledge of online services agreements; however the mediation will proceed even if such person is unavailable. In the event mediation fails, any lawsuit must be brought in the Common Pleas court of the county in which the Agency is situated. In the event any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

10.5. Assignment: Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that Info Tech may assign this Agreement in whole as part of a reorganization, consolidation, merger, or transfer of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

10.6. Notices: Any notice or communication required or permitted to be given by this Agreement may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, sent by email to an address specified by the receiving party, or mailed by first class mail, in each case to the address of the receiving party indicated on the first page of this Agreement, or at such other address as may hereafter be furnished in writing by either party to the other. Any notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

10.7. Relationship of Parties: Info Tech and Agency are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment, franchise or agency between Info Tech and Agency. Neither Info Tech nor Agency will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

10.8. Entire Agreement; Counterparts: This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter of the Agreement, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding the subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

10.9. Survival of Certain Provisions: All obligations and responsibilities of the parties relating to the licensing and protection of intellectual property and confidential information shall survive the termination of this Agreement and remain enforceable by either party.

10.10 Amendments: This Agreement may only be amended by a writing which has been executed by both parties. No term in any purchase order or other business forms supplied by either party shall modify, waive or amend any provision of this Agreement except as expressly provided in this Agreement.

EXHIBIT A: THE BID EXPRESS AGENCY SERVICES

- _____ Info Tech Agency Bid Express Services for use with the AASHTOWare Project Expedite software or the Info Tech Expedite software (services located at www.bidx.com).
- X Info Tech Agency Bid Express Services with SmartForms (services located at www.bidexpress.com).

1. AGENCY PROCUREMENT NOTICES AND ELECTRONIC BID SERVICES:

- 1.1. Info Tech shall provide an internet site available to all contractors, bidders, and potential contractors or bidders (hereinafter "User" or "Users"), on which AGENCY may post procurement information, bid requirements, project notices, and letting results.
- 1.2. Upon a User's registration and payment of applicable fees, if any, Info Tech shall provide the User with an account for the Bid Express Services, which will allow the User to view solicitations posted by one or more agencies.
- 1.3. For Users with certain subscriptions and registered Info Tech Digital IDs, Info Tech shall provide a service with which the User can submit an electronic bid upon a selected project. The bid shall be stored in a secure format until the bid acceptance date and time designated by Agency. Users may only submit bids which, as verified by the Bid Express Services verification process, adhere to Agency's requirements for form and format, and which contain all information required by Agency in Agency's Instructions to Bidders.
- 1.4. At the Agency's designated bid acceptance date and time, Info Tech shall terminate the acceptance of any new bids or changes to existing bids, and shall release the accepted bids for retrieval by Agency, in the format specified by Agency.

2. FUTURE SERVICES

- 2.1. Should agency accept additional future Bid Express services from Info Tech (e.g., future functionality, enhancements) such services shall be governed by the terms and conditions of this Agreement.

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

RESOLUTION NO. 15- 188

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

ENGINEER’S OFFICE:

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may purchase automobiles for the use of the county engineer and the county engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for two chassis; two dump bodies, lighting and hydraulics systems; and pickup trucks for use in performing the office’s official duties; and

WHEREAS, the Board is a member of the State of Ohio’s cooperative purchasing program and the Ohio Department of Transportation (“ODOT”) cooperative purchasing program; and

WHEREAS, the Board is also a member of the National Joint Powers Alliance’s cooperative purchasing program, pursuant to section 9.48 of the Revised Code; and

WHEREAS, the chassis and pickup trucks are available for purchase via the State of Ohio’s cooperative purchasing program; and

WHEREAS, the dump bodies, hydraulics and lighting are available for purchase via the National Joint Powers Alliance’s cooperative purchasing program;

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

Section 1: The Board hereby authorizes the purchase of two 2015 Model 4700SB Western Star Chassis from Kinstle Sterling/Western Star Truck Center at the price of \$98,045.00 each (\$196,090.00 total).

Section 2: The Board hereby authorizes the purchase of three 2015 Ford Model F-150 Extended Cab Pickup Trucks from Middletown Ford at the price of one for \$26,190.47 (includes electronic service manual @ \$252.35) and two for \$25,938.12 each (\$78,066.71 total).

Section 3: The Board hereby authorizes the purchase of two Single Axle Package Stainless Steel Dump Bodies with Hydraulics Systems and Lighting from Henderson Products, Inc. at the price of \$74,994.50 each (\$149,989.00 total).

Section 4: The purchases authorized in Section 1 shall be subject to the contract and terms and conditions for ODOT ITB 023-14 of the ODOT cooperative purchasing program, which are fully incorporated herein and of which the purchase order shall be made a part.

Section 5: The purchases authorized in Section 2 shall be subject to the contract and terms and conditions for Index # GDC093 Contract # RS903615 of the State of Ohio’s cooperative purchasing program, which are fully incorporated herein and of which the purchase order shall be made a part.

Section 6: The purchases authorized in Section 3 shall be subject to the contract and terms and conditions for Contract Number 080114-HPI in the National Joint Powers Alliance’s cooperative purchasing program, which are fully incorporated herein and of which the purchase order shall be made a part.

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

RESOLUTION NO. 15-189

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT WITH SHELLY & SANDS, INC. FOR DEL-CR 124-7.44, HOME ROAD RELOCATON AT US 23:

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

DEL-CR 124-7.44
Home Road Relocation at US 23
Bid Opening of February 3, 2015

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Shelly & Sands, Inc. the low bidder for the project known as DEL-CR 124-7.44, Home Road Relocation at US 23. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Shelly & Sands 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

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly & Sands, Inc. for the project known as DEL-CR 124-7.44, Home Road Relocation at US 23.

CONTRACT

THIS AGREEMENT is made this 19TH day of February 2015 by and between **Shelly & Sands Inc., 1515 Harmon Avenue, Columbus, Ohio 43223**, 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-CR 124-7.44, Home Road Relocation at US 23”**, 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 ***Two Million Ninety-Four Thousand Five Hundred Fifty-Eight Dollars and Forty-Two Cents (\$2,094,558.42)*** 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 Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-190

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR NORTH FARMS SECTION 1:

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

Whereas, The Engineer recommends approving the Owner’s Agreement For North Farms Section 1

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For North Farms Section 1

Owner’s Agreement for North Farms Section 1

OWNER’S AGREEMENT
PROJECT NUMBER: 14003

THIS AGREEMENT, executed on this 19th day of February 2015 between **ROCKFORD HOMES**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTH FARMS SECTION 1**, further identified as Project Number 14003 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

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

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.

OWNER hereby elects to use Option 1 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 FIFTY-TWO THOUSAND DOLLARS (\$52,000) 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	\$1,739,500
CONSTRUCTION BOND AMOUNT	\$1,739,500

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

MAINTENANCE BOND AMOUNT \$ 174,000
INSPECTION FEE DEPOSIT \$ 52,000

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

RESOLUTION NO. 15-191

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following work permits:

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U15-012	American Electric Power	Peachblow Road	Bore road
U15-013	Team Fishel	New Sawmill Parkway and Slack Road	Excavate test dig holes

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

***A MOTION WAS MADE BY COMMISSIONER O'BRIEN TO TABLE RESOLUTION NO. 15-191 BUT DIED FOR A LACK OF A SECOND.**

RESOLUTION NO. 15-192

IN THE MATTER OF APPROVING NEW DEPARTMENT COORDINATORS FOR THE PROCUREMENT CARDS FOR JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County, by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, the Board of Commissioners of Delaware County, by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2); and

WHEREAS, the Board of Commissioners of Delaware County, State of Ohio, has previously authorized the use of procurement cards for employees with the Department of Job and Family Services for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses; and

WHEREAS, the named department coordinator for those procurement cards is retiring;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve the following Department Coordinators:

Appointing Authority:	Board of Commissioner
Office/Department:	Job and Family Services
Department Coordinator:	Joy Vanzant
Department Coordinator Back-up:	Marsha Ames

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

RESOLUTION NO. 15-193

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE CONTRACT WITH WEST, A THOMPSON RUETERS BUSINESS, FOR 1) THE WEST ORDER FORM FOR WESTPACK PRODUCTS; 2) THE SUBSCRIBER AGREEMENT FOR WESTLAW AND CD-ROM LIBRARIES; AND 3) THE WEST LEGALEDCENTER SUBSCRIBER AGREEMENT TO PERMIT TERMINATION OF THE CONTRACT:

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

SECOND AMENDMENT TO:

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

- 1) WEST ORDER FORM FOR WESTPACK PRODUCTS
- 2) SUBSCRIBER AGREEMENT FOR WESTLAW AND CD-ROM LIBRARIES
- 3) WEST LEGALEDCENTER SUBSCRIBER AGREEMENT

WHEREAS, the Parties entered into a Contract known as West Order Form for WestPack Products (hereinafter "Contract") dated December 19, 2012. By incorporation, Subscriber Agreement for Westlaw and CD-ROM Libraries ("Agreement"), West LegalEdcenter Subscriber Agreement ("LegalEdcenter Agreement"), and a First Amendment to the Contract, Agreement, and LegalEdcenter Agreement ("First Amendment") were made a part of the Contract (Contract, Agreement, LegalEdcenter Agreement, and First Amendment, collectively "West Contract"); and,

WHEREAS, the Parties desire to terminate the West Contract,

NOW THEREFORE, the Parties agree as follows:

1. The Parties hereby mutually agree, to terminate the West Contract, effective as of the date the last Party signs this Second Amendment. As of the effective date of termination, the Subscriber shall have no further or additional obligations to West under the West Contract, except for those obligations that expressly survive expiration/termination of the West Contract, for products/services satisfactorily provided/rendered to the Subscriber prior to the effective date of termination and for which the Subscriber has not previously paid.
2. In the event of a conflict between the terms of the West Contract and this Second Amendment, the terms of this Second Amendment shall prevail.
3. All terms and conditions of the West Contract not changed by this Second Amendment remain the same and unchanged.
4. Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment 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. 15-194

IN THE MATTER OF APPROVING THE AGREEMENT AND FIRST AMENDMENT BY AND BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY PROSECUTING ATTORNEY AND WEST, A THOMPSON RUETERS BUSINESS, FOR 1) THE WEST ORDER FORM FOR WESTPACK PRODUCTS; 2) THE SUBSCRIBER AGREEMENT FOR WESTLAW AND CDROM LIBRARIES; AND 3) THE WEST LEGALEDCENTER SUBSCRIBER AGREEMENT:

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

Contract known as West Order Form for WestPack Products

WEST ORDER FORM - For WestPack Products

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

Check West account status below as applicable		Rep Name & Number	
<input checked="" type="checkbox"/> Existing with no Changes		Form attached must attach a Customer Name Change Form)	
Account #	1000705005	PO #	Date: 1-13-15
Name/Subscriber: Delaware County Prosecutor		Bill To #	
Order Confirmation Contact Name Nicole Ford			
E-mail nford@co.delaware.oh.us			
Password Contact Name (for password delivery) E-Mail		Nicole Ford nford@co.delaware.oh.us	
Time and Billing Contact Name N/A			
N/A			
Permanent Address Change		One-Time Ship To	
Name		Additional Bill To	
Address		Attn: Suite/Floor	

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

City	State	County	Zip

11216359	OH Planning & Zoning		1
21113336	OH Search & Seizure		1
21113247	OH Juvenile Law		2

Subscription Terms for WestPack Products

Monthly charges ("Monthly Charges") for the WestPack Principal Product are billed on the date West Process Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also requests to enter and/or maintain all subscriptions to the WestPack Secondary Products (new and/or existing as set forth above) during the Minimum Terns and charges for Subscriber's WestPack Secondary Product

(Copy of agreement and exhibits available in the Commissioners' office until no longer of administrative value)

FIRST AMENDMENT TO:

- 1) **WEST ORDER FORM FOR WESTPACK PRODUCTS;**
- 2) **RESEARCH SUBSCRIBER AGREEMENT;**
- 3) **WEST LEGALEDCENTER SUBSCRIBER AGREEMENT**

This First Amendment to 1) West Order Form for WestPack Products and 2) Subscriber Agreement for Westlaw and CD-ROM Libraries ("First Amendment") is entered into this 22nd day of January, 2015 by and between West, a Thompson Rueters business (hereinafter, "West"), whose principal place of business is located at 610 Opperman Drive, St. Paul, Minnesota 55164-1803, the Board of Commissioners, Delaware County, Ohio (hereinafter, "Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, and the Prosecuting Attorney, Delaware, County, Ohio (hereinafter, "Prosecutor"), whose principal place of business is located at 140 North Sandusky Street, 3rd Floor, Delaware, Ohio 43015 (Board and Prosecutor collectively "Subscriber")(West and Subscriber individually "Party" and collectively "Parties").

WHEREAS, the Parties entered into the Contract known as West Order Form for WestPack Products (hereinafter "Contract") dated February __, 2015. By incorporation, the Research Subscriber Agreement ("Agreement") and LegalEdcenter Subscriber Agreement ("LegalEdcenter Agreement") were made a part of the Contract; and,

WHEREAS, the Parties agree to change certain provisions of the Contract, Agreement, and LegalEdcenter Agreement(collectively "Changes"); and,

WHEREAS, the Parties also agree to the addition of certain provisions to the Contract, Agreement, and LegalEdcenter Agreement (collectively "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to make the following Changes:
 - A. All sections throughout the Contract entitled or limited to "Non-Government Subscribers Only", regardless of where they appear in the Contract, are deleted in their entirety and shall have no effect.
 - B. The Section entitled "Technical Contracts for Westlaw Patron Access and Campus Research and Thompson Innovation Administrator" is deleted in its entirety and shall have no effect.

2. The Parties agree to amend the Agreement to make the following Changes:

The following reasons for termination are added to those listed in Section 13:

"(vii) the Subscriber may terminate this Contract/Agreement if Subscriber fails to receive sufficient appropriation of funds necessary to satisfy its obligations under this Contract/Agreement. The Subscriber shall immediately notify West in writing of such event and specify the date upon which the Contract/Agreement will terminate, which shall be no less than thirty (30) days. West shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination. Subscriber shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for canceling and an official document certifying the non-availability of funds."

3. The Parties agree to amend the LegalEdCenter Agreement to make the following Changes:

The following reasons for termination are added to those listed in Section II;

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

"The Subscriber may terminate this Contract/Agreement if Subscriber fails to receive sufficient appropriation of funds necessary to satisfy its obligations under this Contract/Agreement. The Subscriber shall immediately notify West in writing of such event and specify the date upon which the Contract/Agreement will terminate, which shall be no less than thirty (30) days. West shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination. Subscriber shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for canceling and an official document certifying the non-availability of funds."

4. The Parties agree to amend the Agreement to add the following Provisions:

A. **Maximum Payment.** West agrees to accept as full payment for the services/deliverables provided pursuant to this Contract/Agreement, all rendered in a manner satisfactory to the Subscriber, the lesser of the following: (1) The maximum amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) or (2) the amount of actual expenditures accrued by the Subscriber, including all ancillary charges incurred.

The Parties agree that the "Total Monthly Charges" referred to on page 1 of the West Order Form does not include ancillary charges for services outside those specified in the Contract. If the Subscriber accesses ancillary content, ancillary charges outside the fixed rate charge charged to Subscriber in the next monthly invoice.

B. **Indemnification.** West shall provide indemnification as follows:

i. To the fullest extent of the law and without limitation, West agrees to indemnify and hold free and harmless the Subscriber 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 West's performance of this Contract/Agreement or West's actions, inactions, or omissions including, but not limited to, the performance, actions, inactions, or omissions of any of West's boards, officers, officials, employees, volunteers, agents, servants and representatives. West agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that West 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. West further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that West 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.

ii. West 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 West or West's boards, officers, officials, employees, volunteers, agents, servants and representatives.

C. **Royalties, Licensing and Infringement.** West shall defend or settle, indemnify and hold harmless Subscriber from and against any claims that the Data and Software, as provided to Subscriber under this Agreement, infringes any United States copyright, patent, trademark or trade secret of any third party; provided, however, that Subscriber's use of Westlaw or LegalEdcenter must be in accordance with the terms of this Agreement; provided further that Subscriber must promptly notify West in writing of any such claim of cause of action; and provided further that West shall have sole control of the defense or settlement of any action and of any negotiations relating thereto.

D. **Insurance.** West shall carry and maintain throughout the life of the Contract/Agreement 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/Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract/Agreement, West shall present to the Subscriber current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract/Agreement, Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which West may or shall become legally obligated to pay as damages. West shall be responsible for any and all premiums for such policy(ies).

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

E. **Worker's Compensation Insurance.** West shall carry and maintain throughout the life of the Contract/Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. West shall be responsible for any and all premiums for such policy(ies).

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

F. Independent Contractor/No Contribution to OPERS. West agrees that it is an independent contractor and shall act in performance of this Contract/Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties pursuant to the terms and conditions of this Contract/Agreement. As an independent contractor, West and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Subscriber or Delaware County, Ohio. West assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Subscriber is a public employer as defined in R.C. § 145.01(D). Subscriber has classified West 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 West 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. West acknowledges and agrees that the Subscriber, in accordance with R.C. § 145,038(A), has informed it of such classification and that no contributions will be made to OPERS. If West has less than five (5) employees, West, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of his/her employees complete an OPERS Independent Contractor Acknowledgement Form ("Form").

G. Campaign Finance - Compliance with O.R.C. 5 3517.13. Ohio Revised Code Section 3517.13 1(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. West, 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/Agreement will prohibit the Subscriber from entering, proceeding with, and/or performing the Contract/Agreement. Such certification is attached to this First Amendment and by this reference made a part of this First Amendment.

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

I. Civil Rights. West agrees that as a condition of this Contract/Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that West will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract/Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

J. Accessibility to Disabled/Handicapped. West agrees as a condition of this Contract/Agreement to make all services provided pursuant to this Contract/Agreement accessible to the disabled/handicapped. West further agrees as a condition of this Contract to comply with 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. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract/Agreement.

K. Drug Free Environment. West 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. West 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.

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

M. Retention of Records. West shall retain and maintain and assure that all of its subcontractors 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, 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, and assure that all of its subcontractors 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.

5. The Parties agree to amend the LegalEdCenter Agreement to add the same Provisions as are added to the Agreement herein above in Section 5.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

6. Conflicts - In the event of a conflict between the terms of the Contract/Agreement and this First Amendment, the terms of this First Amendment shall prevail.

7. Terms of Contract Unchanged
All terms and conditions of the Contract/Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 15-195

IN THE MATTER OF A TRANSFER OF APPROPRIATIONS FOR THE PROSECUTOR OFFICE:

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

Transfer of Appropriations

From	To	
23212103-5001	23212103-5101	600.00
JAG Drug Prosecutor Grant/Compensation	JAG Drug Prosecutor Grant/Health Insurance	

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

RESOLUTION NO. 15-196

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR CODE COMPLIANCE:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County, by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, the Board of Commissioners of Delaware County, by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:		Board of Commissioner
Office/Department:		Code Compliance
Daily spending per card:		\$1,000
Monthly spending per card:	\$2,500	
Single transaction limit:		\$1,000
Daily number of transactions per card:		5
Monthly number of transactions per card:		25
Name on Card 1:		Fred Fowler
Department Coordinator:		Wendy Fox

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

RESOLUTION NO. 15-197

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR TRAILS END SECTION 2, PHASE A:

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

Whereas, the construction of new sanitary sewers for Trails End Section 2, Phase A have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Trails End Section 2, Phase A	1,601' of 8- inch sewer	\$86,000.00
	1,675' of 12-inch sewer	\$86,531.00
	13 ea.- manholes	\$29,250.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

RESOLUTION NO. 15-198

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SANCTUARY AT THE LAKES SECTION 2, PART 2:

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

Whereas, the construction of new sanitary sewers for Sanctuary at The Lakes Section 2, Part 2 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Sanctuary at The Lakes Section 2, Part 2	276' of 8- inch sewer	\$15,626.15
	1- manhole	\$2,288.04

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

RESOLUTION NO. 15-199

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of an automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one used vehicle; and

WHEREAS, the Director of Environmental Services is recommending the purchase of one 2011 International ProStar Semi Tractor.

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

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

Section 1. The Board hereby declares that a necessity exists to purchase one used vehicle for use by the Regional Sewer District, it being required to replace vehicles of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2011 International ProStar Semi Tractor for a total price of \$44,145.00.

Section 3. The Board hereby approves a purchase order request for a total of \$44,145.00 to Hill International Trucks LLC in East Liverpool, Ohio from 66211901-5450.

Section 4. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 15-200

IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN OHIO REGIONAL DEVELOPMENT CORPORATION AND THE DELAWARE COUNTY COMMISSIONERS FOR THE PROVISION OF 2014 CDBG ALLOCATION PROGRAM FAIR HOUSING CONSULTING SERVICES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to authorize the following:

WHEREAS, the Ohio Development Services Agency provides financial assistance to local governments under the Community Development Block Grant (CDBG) Allocation Program; and

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally; and

WHEREAS, Delaware County is applying for Six Thousand Dollars (\$6,000) through the FY 2014 CDBG Allocation Program for Fair Housing activities;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

Section 1. The Board of Commissioners approves an Agreement for Fair Housing Consulting Services with Ohio Regional Development Corporation in an amount not to exceed Six Thousand Dollars (\$6,000), paid from PY2014 Community Development Block Grant B-F-14-1AT-1 from the Ohio Development Services Agency.

Section 2. This Resolution shall take effect immediately after passage.

FAIR HOUSING AGREEMENT

Section 1 – Parties to this Agreement:

This Agreement is made and entered into this 19th day of February, 2015, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and Ohio Regional Development Corporation 120 ½ S. 4th Street, Coshocton, Ohio 43812 (“ORDC”).

Scope of work:

Section 2 – Contract Administrator:

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for all services performed under this Agreement. The Administrator shall have general supervision of the services and authority to order commencement or suspension of services.

Section 3 – Scope of Services:

Consultant shall provide services as listed below:

Ohio Regional Development Corporation (ORDC) will complete the following work elements for the contracted area in a timely and professional manner.

1. GENERAL INFORMATION:

ORDC’s Fair Housing Coordinator and other staff will be available to receive and handle Fair Housing questions and complaints. In this regard an ORDC 1-800 telephone line has been established and published. The 1-800 telephone line will ring into ORDC’s main office and we will take calls five days a week from 8:00 am to 4:00 pm, excluding the lunch hour, daily. The lunch hour is scheduled from 12:00 noon to 1:00 pm. A voice mail system is also in place to receive messages and inquiries during the lunch hour and after regular business hours. We not only will take the calls

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

daily, we will spend time with callers to discuss their Fair Housing concerns. A system to record the nature of the calls, the actions taken on each call and the result of action take has been established. A tracking system of calls received by area has also been established.

2. FAIR HOUSING COMPLAINT INTAKE AND REFERRAL:

If the complaint could be a potential Fair Housing complaint, the Fair Housing Coordinator will inform the complainant of his/her rights to Fair Housing, of remedies that are available, offer written literature, offer an appointment to discuss the complaint and to help a complainant file a written complaint or offer to mail a complaint form to them to complete themselves. If the complainant prefers to deal directly with the Ohio Civil Rights Commission (OCRC), the Fair Housing Coordinator will offer the address and telephone number of the regional Ohio Civil Rights Office. If a complaint requires a “face to face” meeting with our staff person, we will meet them in your community at a convenient place and an acceptable and reasonable time for all parties concerned. We would receive and log all complaints and handle all necessary paper work.

3. TRAINING:

Seminars will be conducted to fulfill all Fair Housing requirements for your individual program. Each seminar will generally follow ORDC’s “Fair Housing Seminar Format”, and will be tailored for Delaware County’s audience. Brochures, handouts, sign in sheets and minutes will be prepared and provided.

4. OUTREACH:

At a minimum, the number of copies of current Fair Housing brochures identified in the Fair Housing program will be distributed in places that will benefit the target area as specified in the program. Additional copies, as requested by agencies, will be provided at no additional charge. ORDC literature identifies the telephone number for the speech/hearing impaired. It also identifies a local contact number. ORDC will take whatever reasonable measures are needed to meet guidelines.

5. REPORTS:

A fair housing report will be issued for Delaware County on an annual basis as a final report at the end of the grant period. The reports will contain information on the number of meetings, number of complaints and their outcomes (if known or available), amount of brochures and posters distributed and the locations, and general information on the progress of the activities. All required forms will be maintained within the records and made available as needed, as they relate to the Fair Housing Program. All pertaining State and Federal guidelines will be followed.

TIME OF PERFORMANCE

The above Scope of Work will be undertaken throughout the contracted Year beginning September 1, 2015 and ending December 31, 2016.

ORDC OFFICES

Besides our main office in Coshocton, we have satellite offices in Ashland, Bucyrus, Chillicothe, Woodsfield, Sandusky, Shelby, and Upper Sandusky. Normally, these offices are set up to run out of the community’s government office space.

Section 4 – Compensation and Payment:

COST AND METHOD OF PAYMENT

Compensation for services shall be limited to the Fair Housing Implementation dollars provided for the PY 2014 CDBG Allocation. This fee will include cost of operations, including employee benefits, office costs, travel, etc. and will be set at \$6,000.

FH Complaint System	\$1,000
FH Training	\$2,500
FY Education Outreach	\$1,500
**Update to Analysis of Impediments Action Plan	\$1,000

These amounts are computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$95.00

***This price includes only the yearly update to the Action Plan and does not include a full and complete Analysis of Impediments to Fair Housing Choice study.*

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

Section 5 – Term; Completion of Work, Delays and Extensions:

Work pursuant to this Agreement shall commence immediately upon execution of the Agreement. All Work associated with this Agreement shall be completed by the Consultant no later than December 31, 2016. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

Section 6 – Insurance:

- 6.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$1,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 6.2 **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.
- 6.3 **Additional Insured:** The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 6.4 **Proof of Insurance:** Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. 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 7 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County, and its elected officials and 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 proportional extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 8 – Termination of Agreement:

The County may terminate this Agreement by proving a one week notice to Consultant at any time during the grant period. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 9 – 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 Agreement, 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 take effect only upon approval by both parties in writing.

Section 10 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 11 – Miscellaneous Terms & Conditions:

- 11.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the 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. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

courts of Delaware County, Ohio.

- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 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.

- 11.9 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.

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 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.

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

RESOLUTION NO. 15-201

IN THE MATTER OF ESTABLISHING DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR PROGRAM YEAR 2014 AND ANNOUNCING A MEETING DATE:

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

WHEREAS, per Ohio Revised Code Section 5709.85, when a legislative authority of a county, township, or municipal corporation grants tax exemptions, under Chapters 725 or 1728, or under Sections 3735.67, 5709.28,

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

5709.40, 5709.41, 5709.62, 5709.63, 5709.632, 5709.73, or 5709.78, the legislative authority shall create a tax incentive review council; and

WHEREAS, the Delaware County Board of Commissioners have granted tax exemptions under one or more of these chapters or sections; and

WHEREAS, per Ohio Revised Code Section 5709.85 A(2), the Delaware County Board of Commissioners shall create TIRCs to annually review board approved, tax exempted projects for compliance. Appointees are (of note: at least two members of each TIRC must be residents of the municipal corporation or township to which the instrument granting the tax exemption applies):

- County Auditor or Designee
- Three members appointed by the Board of Commissioners
- Two Township Trustee Appointments (as appropriate)
- Two Municipal Appointments (as appropriate)
- One School District Board of Education Appointment
- One Joint Vocation School District Board of Education Appointment; and

WHEREAS, per 5709.85 B, the County Auditor or designee serves as the chairperson and calls the meeting. The Delaware County Auditor scheduled the Delaware County TIRC meetings on Wednesday, March 11, 2015, in the Meeting Room, 101 North Sandusky Street, Delaware, at 1:30 PM; and

WHEREAS, TIRCs shall submit to the Delaware County Board of Commissioners written recommendations for consideration for the continuation, modification, or cancellation of each project; and

WHEREAS, Resolution 14-286 appointed members to unspecified terms; and

WHEREAS, attendance by a majority of the members of each TIRC constitutes a quorum to conduct business.

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Commissioners, State of Ohio, to supersede Resolution No. 14-286 and re-establish the Delaware County TIRCs for Program Year 2014 as follows:

Village of Ashley Tax Incentive Review Council (TIRC)

Review of 2014 Activity:

Community Reinvestment Area 041-02582-01 (Residential)

- Chairman: George Kaitsa, County Auditor
- County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
- Frank Reinhard, Delaware County Bank & Trust (Serving a four year term beginning 3/19/14 to 3/18/18)
- Tim Hansley, County Administrator (Serving a two year term beginning 3/19/14 to 3/18/16)
- Village of Ashley Representatives: Jim Nelson (resident), Village Council, (Adopted 1/06/15)
- Cheryl Friend (resident), Village Council, (Adopted 1/06/15)
- Buckeye Valley Local School District Representative: To be appointed
- Delaware Area Career Center Representative: Chris Bell, Treasurer (DACC Res. #15-007)

Berlin Township Tax Incentive Review Council (TIRC)

Review of 2014 Activity:

Enterprise Zone 247 C (Berlin Township)

No Projects Currently

Community Reinvestment Area 041-05788-02

No Projects Currently

- Chairman: George Kaitsa, County Auditor
- County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
- Jenna Jackson, Economic Development Coordinator (Serving a two year term beginning 3/19/14 to 3/18/16)
- Tim Hansley, County Administrator (Serving a four year term beginning 3/19/14 to 3/18/18)
- Berlin Township Representatives: Mike Dickey (resident), (Res.15-01-08)
- Adam Fleischer (resident), (Res.15-01-08)
- Olentangy Local School District Representative: Brian Kern, Treasurer (OLSD Res. #15-105)
- Delaware Area Career Center Representative: Chris Bell, Treasurer (DACC Res. #15-007)

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

Berlin and Liberty Townships Tax Incentive Review Council (TIRC)

Review of 2014 Activity:

Enterprise Zone 247 C (Berlin and Liberty Townships)

No Projects Currently

Community Reinvestment Area 041-05788-01

P&D Builders

Chairman: George Kaitsa, County Auditor
 County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
 Frank Reinhard, Delaware County Bank & Trust
 (Serving a four year term beginning 3/19/14 to 3/18/18)
 Tim Hansley, County Administrator (Serving a two year term beginning 3/19/14 to 3/18/16)
 Berlin Township Representatives: Mike Dickey (resident), (Res.15-01-08)
 Adam Fleischer (resident), (Res.15-01-08)
 Liberty Township Representatives: Dave Anderson (resident), (Adopted 1/05/15)
 Tom Mitchell (resident), (Adopted 1/05/15)
 Olentangy Local School District Representative: Brian Kern, Treasurer (OLSD Res. #15-105)
 Delaware Area Career Center Representative: Chris Bell, Treasurer (DACC Res. #15-007)

Liberty Township Tax Incentive Review Council (TIRC)

Review of 2014 Activity:

Enterprise Zone 247 C (Liberty Township)

CitiCorp North America (personal property)

Community Reinvestment Area 041-05788-01

CitiCorp North America (real property)

State Auto

Tax Increment Financing Districts

Chairman: George Kaitsa, County Auditor
 County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
 Jenna Jackson, Economic Development Coordinator
 (Serving a two year term beginning 3/19/14 to 3/18/16)
 Tim Hansley, County Administrator (Serving a four year term beginning 3/19/14 to 3/18/18)
 Liberty Township Representatives: Dave Anderson (resident), (Adopted 1/05/15)
 Tom Mitchell (resident), (Adopted 1/05/15)
 Olentangy Local School District Representative: Brian Kern, Treasurer, (OLSD Res. #15-105)
 Delaware Area Career Center Representative: Chris Bell, Treasurer (DACC Res. #15-007)

Orange Township Tax Incentive Review Council (TIRC)

Review of 2014 Activity:

Enterprise Zone 247C

No Projects Currently

Community Reinvestment Area 041-58618-01

Menards

Tax Increment Financing Districts

Olentangy Crossings

Chairman: County Auditor George Kaitsa
 County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
 Frank Reinhard, Delaware County Bank & Trust
 (Serving a four year term beginning 3/19/14 to 3/18/18)
 Tim Hansley, County Administrator (Serving a two year term beginning 3/19/14 to 3/18/16)
 Orange Township Representatives: Robert Quigley (resident), (Res. 15-058)
 Garrick Ducat (resident), (Res. 15-058)
 Olentangy Local School District Representative: Brian Kern, Treasurer (OLSD Res. #15-105)
 Delaware Area Career Center Representative: Chris Bell, Treasurer (DACC Res. #15-007)

Village of Shawnee Hills Tax Incentive Review Council (TIRC)

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015**

Review of 2014 Activity:

Tax Increment Financing District
TIF District

- Chairman: County Auditor George Kaitsa
 County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
 Jenna Jackson, Economic Development Coordinator (Serving a two year term beginning 3/19/14 to 3/18/16)
 Tim Hansley, County Administrator (Serving a four year term beginning 3/19/14 to 3/18/18)
 Village of Shawnee Hills Representatives: Shirley Roskoski (resident), (Res. 02-2015)
 Dan Mathews (resident), (Res. 02-2015)
 Dublin City School District Representative: Stephen Osborne, Treasurer (Adopted 1/12/15)
 Delaware Area Career Center Representative: Chris Bell, Treasurer (DACC Res. #15-007)

Village of Sunbury Tax Incentive Review Council (TIRC)

Review of 2014 Activity:

Enterprise Zone 220C
 American Showa 2004
 American Showa 2006
 Community Reinvestment Area 041-75602-01
 No Projects Currently
 Tax Increment Financing Districts
 Sunbury Mills Plaza
 American Showa Project

- Chairman: County Auditor George Kaitsa
 County Representatives: Ali Solove (Serving a four year term beginning 3/19/14 to 3/18/18)
 Jenna Jackson, Economic Development Coordinator (Serving a two year term beginning 3/19/14 to 3/18/16)
 Tim Hansley, County Administrator (Serving a four year term beginning 3/19/14 to 3/18/18)
 Village of Sunbury Representatives: Kathy Belcher (resident), (Res. 2015-01)
 Dave Miller (resident), (Res. 2015-01)
 Big Walnut Local School District Representative: Allison Fagan, (Adopted 1/15/15)
 Delaware Area Career Center Representative: Chris Bell, Treasurer, (DACC Res. #15-007)

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

RESOLUTION NO. 15-202

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends hiring Robert Price as a part-time Electrical Safety Inspector with the Code Compliance Department; effective February 23, 2015;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Robert Price as a part-time Electrical Safety Inspector with the Code Compliance Department; effective February 23, 2015.

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

ADMINISTRATOR REPORTS

Tim Hansley

- We learned that the President of Rockford Homes, Bob Yoakum, Jr. passed away yesterday. Wish to pass along our condolences to his family
- Dana "Buck" Rinehart passed away yesterday as well. Many fond memories of working with him.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Visited the Arts Castle this past week. It's a beautiful home and well maintained. Spoke with the President, Mr. Hodges.

Commissioner O'Brien

- Attended and participated in a Regional Planning Executive Committee meeting yesterday.
- Received an email from the Emergency Management Agency that they are cancelling the weather

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

spotter class for this evening due to the cold weather.

Commissioner Merrell
 -Attended the Delaware Leadership class as a speaker last week.

RESOLUTION NO. 15-203

9:45AM RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE VACATION OF AN UNUSED PORTION OF THE RIGHT OF WAY OF COUNTY ROAD 13 (OLDE WORTHINGTON ROAD) IN ORANGE TOWNSHIP DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to reconvene the hearing at 10:07 AM.

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

RESOLUTION NO. 15-204

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio.

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

RESOLUTION NO. 15-205

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE VACATION OF AN UNUSED PORTION OF THE RIGHT OF WAY OF COUNTY ROAD 13 (OLDE WORTHINGTON ROAD) IN ORANGE TOWNSHIP DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to close the Hearing at 10:24 AM.

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

RESOLUTION NO. 15-206

IN THE MATTER OF GRANTING THE REQUEST TO VACATE AN UNUSED PORTION OF THE RIGHT OF WAY OF COUNTY ROAD 13 (OLDE WORTHINGTON ROAD) IN ORANGE TOWNSHIP DELAWARE COUNTY, OHIO:

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

WHEREAS, on September 4, 2014, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 14-979, declaring the Board's opinion that it will be for the public convenience or welfare to vacate an unused portion of the right of way of County Road 13 (Olde Worthington Road) In Orange Township Delaware County, Ohio; and

WHEREAS, The Board viewed the proposed vacation on Monday October 27th, 2014 in the vicinity of County Road 13 (Olde Worthington Road) near Polaris Parkway in Orange Township; and

WHEREAS, the Board held a Public Hearing on the request on Thursday October 30, 2014 and reconvened said hearing on December 11, 2014 , February 5, 2015 and February 19, 2015, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof; and

WHEREAS, the Delaware County Engineer has provided a written report, with recommendations, regarding the request;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby determines that the vacation will serve the public convenience and welfare. The vacation is properly described as follows:

Vacate portion of the right of way of County Road 13 (Olde Worthington Road) Orange Township
 0.172 +/- acres of County Road 13 (Olde Worthington Road) situated in Orange Township, Delaware

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 19, 2015

County, Ohio, encompassing the eastern portion of the right of way remaining after the prior relocation of County Road 13 at Polaris Parkway.

Section 2. The Board hereby declares the unused portion of the right of way of County Road 13 (Olde Worthington Road) in Orange Township, as described in Section 1 of this Resolution, vacated.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer's report, with the Board of Trustees of Orange Township, the Delaware County Auditor, the Delaware County Recorder, and the Delaware County Engineer.

Section 4. The 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. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-207

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT; PROMOTION; 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 11:28 AM.

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

RESOLUTION NO. 15-208

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 11:45 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners